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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 04, 2013

28 June 4, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A SOLE SOURCE CONTRACT TO LOS ANGELES
HOMELESS SERVICES AUTHORITY FOR HOMELESS CALWORKS FAMILIES PROJECT
SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks Board approval to execute a sole source contract with the Los Angeles Homeless Services Authority (LAHSA) for the provision of Homeless California Work Opportunity and Responsibility to Kids (CalWORKs) Families Project (HCFP) services to homeless CalWORKs families. LAHSA assists participants with temporary/transitional housing, transportation, emergency supplies, and crisis intervention referrals. The current contract expires June 30, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or her designee, to prepare and execute a contract substantially similar to Enclosure I with LAHSA for the provision of HCFP services to homeless CalWORKs families, effective July 1, 2013 through June 30, 2014. The annual maximum contract amount is \$2,005,252. The cost of the contract shall be funded through the CalWORKs Single Allocation. Funding for this contract is included in the Department's Fiscal Year (FY) 2013-14 Budget.
2. Delegate authority to the Director of DPSS, or her designee, to terminate the HCFP contract for Termination for Convenience in the event that coordinated efforts to serve the homeless population deems such action as in the County's best interest, and instruct DPSS to notify the Board and the CEO, in writing, ten business days prior to sending notice of termination to the contractor.

3. Delegate authority to the Director of DPSS, or her designee, to provide Contractor with up to three advance payments to vendors providing shelter services and to cover Contractor's operational and administrative service costs. Each advance payment will not exceed \$167, 104. The County shall fully recoup all advances in the fiscal year in which the advance(s) are issued starting in April and completing the recoupment by June 30.

4. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contract for: (1) changes which affect scope, term, contract sum, payments, or any term or condition in the contract; (2) additions and/or changes required by the County's Board or Chief Executive Officer (CEO); (3) changes to be in compliance with applicable County, State, and federal regulations, or (4) increases or decreases in payment commensurate with increases or decreases in services by no more than ten percent of the Maximum Contract Amount. The approval of County Counsel will be obtained prior to executing such amendments and the Department will notify the CEO within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current sole source contract with LAHSA will expire on June 30, 2013. The recommended actions will allow DPSS to continue to provide vital housing, emergency supplies, transportation to mental health, substance abuse treatment and Welfare-to-Work (WtW) appointments, and crisis intervention referrals to homeless CalWORKs participants and their minor children. The services provided assist them in participating in required WtW activities.

During the recommended one year contract with LAHSA, DPSS will partner with County departments to develop a seamless CalWORKs Homeless Program, with the goal of maximizing resources to improve services to homeless families. This will enable DPSS to coordinate County resources to service homeless families. The new redesigned program will be implemented by July 2014. The new redesign led by the CEO along with DPSS, the Department of Mental Health, LAHSA, and the Department of Children and Family Services will insure standardized assessments, rapid rehousing, triage for housing, service intervention and leverage of resources and services throughout all of Los Angeles County, including jurisdictions not served by LAHSA, such as Long Beach, Pasadena and Glendale continuums of care. The purpose of the redesign is to link families to permanent housing, which for some families may include permanent supportive housing.

Implementation of Strategic Plan Goals

This recommendation is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services

FISCAL IMPACT/FINANCING

The total estimated cost for the HCFP contract for a one-year period of July 1, 2013 through June 30, 2014 is \$2,005,525. The cost is 100 percent funded through CalWORKs Single Allocation. There is no additional net County cost impact after the required CalWORKs Maintenance of Effort is met. Funding for these services is included in the Department's FY 2013-14 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the HCFP contract, LAHSA will: (1) arrange for temporary shelter, and transitional housing, up

to 120 days minus any issuances made from the Emergency Shelter Services contract, a separate contract, to homeless CalWORKs participants, and (2) provide crisis intervention referrals, emergency supplies, and transportation services to mental health, substance abuse treatment, and WtW appointments.

California Department of Social Services Regulations state that contracts may be negotiated without formal advertising for any service rendered by a government agency. (California Operations Manual Section 23-650.14.). LAHSA as a Joint Powers Authority is a government agency.

In accordance with the Board Policy 5.100 for Sole Source Contracts, enclosed is the Sole Source Checklist (Enclosure II) for the HCFP Contract with LAHSA.

The award of the contract will not result in unauthorized disclosure of confidential information and the contract will be in full compliance with federal, State, and County regulations.

The Contractor is in compliance with the Jury Service Program. The contractor is in compliance with all Board of Supervisors, CEO, and County Counsel requirements.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

This sole source contract was procured in accordance with California Department of Social Services Regulation Section 23-650.14, which allows for non-competitive contracting with government agencies.

The Department has evaluated and determined that the Living Wage Program (County Code 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

Contract Performance:

Monitoring of the HCFP Contract will be performed on a semi-annual basis. The expected outcome is that participants transition from welfare dependence to self-sufficiency by removing homelessness and mental health barriers to employment. LAHSA shall ensure that families are placed in a shelter within the same day, provide needed personal supplies and transportation to and from mental health, substance abuse, and WtW appointments.

Under the current contract, monitoring results for the period of July 2012 through September 2012, show that LAHSA was in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DPSS to provide beneficial services to homeless CalWORKs participants and their children. These services enable them to overcome barriers to employment and move towards self-sufficiency. The contract will not infringe on the role of the County in relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:mm

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
FOR
HOMELESS CALWORKS FAMILIES PROJECT SERVICES**

**Prepared by
Department of Public Social Services
Contract Management Division East Building 2nd Floor
12900 Crossroads Parkway South
City of Industry CA 91746**

July 2013

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
FOR
HOMELESS CALWORKS FAMILIES PROJECT SERVICES**

This Contract and exhibits is made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County, and Los Angeles Homeless Services Authority (LAHSA), hereinafter referred to as Contractor. Los Angeles Homeless Services Authority (LAHSA) is located at 811 Wilshire Blvd., Suite 616 (6th Floor), Los Angeles, California 90017.

RECITALS

WHEREAS, Contractor is a Joint Powers Authority, local government agency, and is qualified to provide assistance with accessing shelter, transitional housing services, and auxiliary services to the homeless population, through its subcontracted agencies, as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide such services; and

WHEREAS, County finds it necessary to secure such professional services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract the Homeless CalWORKs Families Project (HCFP) Services; and

WHEREAS, this Contractor has agreed to provide County with such services based upon non-competitive negotiations under the Title 45 Code of Federal Regulations Part 92 (Administration of Grants) and California Department of Social Services regulations Chapter 23-650.14, Contractor has been selected for award of this Contract; and

WHEREAS, this Contract is further authorized under by California Government Code Sections 26227 and 31000 and Welfare Institutions Code Section 11320 et Seq.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, J1, J2, K, L, M, N, O, and P as set forth below, are attached to and form a part of this Contract.
- 1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between

Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

- 1.2.1 Exhibit A, Statement of Work (SOW)
 - 1.2.1.1 Technical Exhibit 1 -- Performance Requirements Summary Chart
 - 1.2.1.2 Technical Exhibit 2 – Intentionally Omitted
 - 1.2.1.3 Technical Exhibit 3 – Consent and Release Agreement
 - 1.2.1.4 Technical Exhibit 4 – Contract Discrepancy Report
 - 1.2.1.5 Technical Exhibit 5 – Monthly Complaint Log
 - 1.2.1.6 Technical Exhibit 6 – Incident Report Form
 - 1.2.1.7 Technical Exhibit 7 – Transportation Log
 - 1.2.1.8 Technical Exhibit 8 – Participant Roster
 - 1.2.1.9 Technical Exhibit 9 – Monthly Management Report
 - 1.2.1.10 Technical Exhibit 10 – Complaint of Discriminatory Treatment
 - 1.2.1.11 Technical Exhibit 11 – Contractor's Equipment Control Form
- 1.2.2 Exhibit B Contractor's Budget
- 1.2.3 Exhibit C Contractor's Invoice Format
- 1.2.4 Exhibit D Contractor's EEO
- 1.2.5 Exhibit E County's Administration
- 1.2.6 Exhibit F Contractor's Administration
- 1.2.7 Exhibit G Bidder's/Offerer's Non-Discrimination in Service Certification
- 1.2.8 Exhibit H Jury Service Ordinance
- 1.2.9 Exhibit I Safely Surrendered Baby Law
- 1.2.10 Exhibit J Contractor Acknowledgement and Confidentiality Agreement
- 1.2.11 Exhibit J1 Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.2.12 Exhibit J2 Contractor Non-Employee Acknowledgement and Confidentiality
- 1.2.13 Exhibit K Certification of Compliance of Compliance with County's Defaulted Property Tax Reduction Program
- 1.2.14 Exhibit L Certification of No Conflict of Interest
- 1.2.15 Exhibit M Contractor's Assurance of Compliance of Civil Rights
- 1.2.16 Exhibit N Intentionally Omitted
- 1.2.17 Exhibit O Charitable Contributions Certification
- 1.2.18 Exhibit P IRS Notice 1015

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL):** A measure to express the allowable variance from the contract standard, before County determines performance to be unsatisfactory.
- 2.2 **Applicant:** A person whose public assistance application is pending.
- 2.3 **Assistance Unit (AU):** Per State regulations, AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs under the same case.
- 2.4 **Auxiliary Services:** The provision of emergent need supplies by the Contractor of bus tokens, hygiene products, infant products, and clothing.
- 2.5 **Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.6 **Budget:** The document that details the Contractor's administrative and direct program costs for providing services, and is included in the Contract as Exhibit B1-FY 2013/14.
- 2.7 **CalWORKs Program:** California Work Opportunity and Responsibility to Kids (CalWORKS), a public assistance program to provide financial assistance, social services, and employment services to families with dependent children.
- 2.8 **Case Review Meetings:** Discussion by the Case Management Team of the progress of the Homeless CalWORKs Families Project participants.
- 2.9 **Compliance Wraparound Meetings:** Discussion of the Homeless CalWORKs Families Project participants by the Case Management Team to determine whether the participant has attained compliance with program goals.
- 2.10 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.11 **Contract Discrepancy Report (CDR):** A report used by the County to record discrepancies or performance problems with Contractor. If Contractor's performance is judged unsatisfactory, the County Contract Administrator is required to forward a CDR to the Contractor for response.

- 2.12 **Contract Management Division:** The Department of Public Social Services Division responsible for the Contract.
- 2.13 **Contractor:** The entity that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.14 **Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award with responsibility for Contractor on contractual or administrative matters relating to this contract.
- 2.15 **Contractor's Project Director:** Person designated by Contractor with responsibility to provide the oversight and management of all day to day operations of the HCFP including, but not limited to: management of project staff, project reporting to DPSS, coordination with DPSS and DMH administrations and staff involved in the project.
- 2.16 **Contractor's Project Manager:** The individual designated by the Contractor to supervise Contractor's HCFP staff members in the provision of services to homeless families served under the project.
- 2.17 **County Contract Administrator (CCA):** Person with responsibility to oversee the day to day activities of this Contract, and has responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.18 **County Contract Director (CCD):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator.
- 2.19 **County Contract Program Manager (CCPM):** Person designated to the program and policy aspects of the Contract and for receiving, investigating and responding to user complaints.
- 2.20 **County Program Monitor (CPM):** Person responsible for overseeing the day-to-day administration of this Contract. The CPM reports to the CCA.
- 2.21 **Crisis Intervention Referrals:** Assistance provided by the Contractor to restore HCFP participant's safety and balance when experiencing an immediate, emergent situation caused by mental illness, domestic violence or other situation(s).
- 2.22 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.23 **Department of Mental Health (DMH):** The agency providing mental health services to the Homeless CalWORKs Families Project (HCFP) participants.

- 2.24 **Department of Public Health (DPH):** The agency providing substance abuse services to HCFP participants.
- 2.25 **Department of Public Social Services (DPSS):** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.
- 2.26 **Director or Designee:** The Director or designee of the DPSS, County of Los Angeles, or his/her authorized representative.
- 2.27 **Eligibility Worker (EW):** The DPSS employee responsible for determining the eligibility of applicants and participants for CalWORKs.
- 2.28 **Equipment:** Any item purchased or leased with a cost of \$5000 or more such as land, building, improvements, infrastructure and movable personal property of a relatively permanent nature and has a useful life of more than one year or a tangible item with a cost of less than \$5000 (such as tablet, personal computers, related peripherals, typewriters, calculators, fax machines and other portable assets).
- 2.29 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.30 **GAIN Program:** Acronym for Los Angeles County's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.31 **GAIN Services Worker (GSW):** A DPSS or contracted employee who works with participants enrolled in the GAIN Program.
- 2.32 **Homeless CalWORKs Families Project (HCFP):** The services provided by LAHSA under this contract which include: homeless shelter, transportation, and auxiliary services, including crisis intervention referrals, bus tokens, food, and clothing to eligible participants.
- 2.33 **HCFP Participant:** A homeless CalWORKs eligible participant who is participating in Welfare-to-Work and receiving Mental Health assistance from DMH or the five providers listed in Exhibit A, Statement of Work, Subparagraphs 1.1.5.9.1 through 1.1.5.9.6, and may also be receiving substance abuse services from Department of Public Health.
- 2.34 **HCFP Team:** Representatives from the Department of Public Social Services, Department of Mental Health, Department of Public Health, and the Contractor who discuss the participation of participants in the Homeless CalWORKs Families Project.

- 2.35 **Initial Wraparound Meetings:** Discussion of the HCFP participants by the Case Management Team to determine if participant is appropriate for HCFP.
- 2.36 **Intake and Assessment:** The process of meeting and interviewing a homeless family to gather information on the length and causes of their homelessness, and potential barriers to obtaining permanent housing in order to determine the family's appropriateness for participation in the HCFP project.
- 2.37 **Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER):** A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.38 **Monthly Management Report (MMR):** The monthly report to be submitted to DPSS by Contractor detailing information on the new and ongoing participants being served in the HCFP project and the services provided to these participants in the service month.
- 2.39 **Participant:** An individual who is receiving assistance through the CalWORKs Program.
- 2.40 **Performance Evaluation Meeting:** Meeting conducted between County and Contractor to discuss compliance with contract.
- 2.41 **Performance Indicators:** Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.42 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the Contract that will be evaluated by County to assure Contract performance standards are met by Contractor.
- 2.43 **Quality Assurance Monitoring Plan (QAMP):** A plan of action taken by County for monitoring Contractor's performance.
- 2.44 **Quality Assurance Program:** All necessary measures taken by Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.45 **Random Sample:** A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection.
- 2.46 **Sample Size:** The number of units or services to be checked in a given time period.

- 2.47 **Standard:** The acceptable level of performance set by County for performing a contracted service or activity.
- 2.48 **Statement of Work (Exhibit A):** This Contract's requirements for provision of transportation, temporary shelter, and transitional housing, the standards associated with those services, and the methods for monitoring Contractor's performance.
- 2.49 **Subcontractor:** For the purposes of this contract a subcontractor is a nonprofit or for profit entity selected through a formal contract solicitation process to provide goods and services valued at greater than \$25,000.
- 2.50 **Supervising County Contract Administrator (CCA):** Person with responsibility to oversee the overall management and coordination of the operations of this Contract; and providing direction to Contractor on contractual or administrative matters relating to this Contract.
- 2.51 **Temporary Shelter:** Time-limited housing accommodation that is provided to families in the project through the use of hotel/motels or an emergency shelter facility for families. Under this HCFP contract, temporary shelter arrangements are made for participating families by the Contractor, which may include the 120-day benefit and any additional non-HCFP-funded shelter.
- 2.52 **Transitional Housing:** A longer-term temporary housing accommodation for families, which allows them to live more independently in a supportive environment while they work on seeking employment and increasing their income to obtain permanent housing. Under this HCFP contract, transitional housing arrangements are made for participating families by the Contractor, which may include the 120-day benefit and any additional non-HCFP-funded transitional housing.
- 2.53 **Vendor:** For the purposes of this contract, a vendor is a nonprofit or for profit entity selected through an informal Request for Bids (3 written Bids) to provide goods and services valued at less than \$25,000.
- 2.54 **Welfare-to-Work (WtW) Plan:** The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by a CalWORKs participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.55 **Welfare-to-Work (WtW) Program:** A program that provides employment-related services to CalWORKs participants to help find employment, stay employed, and become self-sufficient.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this contract. At a minimum, Contractor shall adhere to the standards set forth on the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at www.ladpss.org/dpss/contracts.
- 3.4 Contractor shall, in a manner satisfactory to County, perform the services described herein above and as set forth in Exhibit A, Statement of Work.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one year, commencing July 1, 2013 or one day following Board approval, whichever is later, and shall expire on June 30, 2014.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify County DPSS when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E, County's Administration.

5.0 CONTRACT SUM

- 5.1 The Maximum Contract Amount for the term of this Contract is \$2,005,252.
- 5.2 The Annual Maximum Contract Amount of this Contract is \$2,005,252.
 - 5.2.1 This is a cost reimbursement Contract. County shall only reimburse Contractor's actual costs and only up to \$2,005,252 per fiscal year.

- 5.2.2 Contractor shall allocate no more than 10% of the Annual Maximum Contract Amount for Administrative Costs.
- 5.2.3 Contractor may request to revise their budget by sending a written request to the CCA with justification for the change, detail of the changes to occur, and a revised budget.
- 5.2.4 Contractor may, with DPSS approval via Change Notice, reallocate funds among line items for the current fiscal year as reflected in Exhibit B1-FY 13-14. The Change Notice is to include justification for the reallocation of funds and a revised budget to reflect the change. Administrative Costs through any reallocation of funds may not exceed 10% of the Annual Maximum Contract Amount as stated in Paragraph 5.2.2 above. Any reallocation of funds shall also not increase the Annual Maximum Contract Amount indicated in Sub-section 5.2.
- 5.3 The Contractor shall not be entitled to payment of reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or in incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 Contractor shall maintain an accounting system that segregates all funding received by funding source. Funds provided by County to Contractor for services under this contract (HCFP Funds) shall be coded with a designation specific to the Contract. Contractor shall provide cash balance reports for HCFP Funds used upon request, which can be reconciled against Contractor's monthly bank statements.
- 5.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Annual Maximum Contract Amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to County Contract Administrator at the address provided in Exhibit E, County's Administration.

5.6 Advances and Settlements

It is the intent of County to provide Contractor advance funds to enable Contractor to make payments to vendors providing shelter services and to cover Contractor's operational/ administrative services provided the Contractor meets the following requirements:

- 5.6.1 Contractor shall provide County an independent audit report and single audit (if available) for going concern qualifications or other issues including Contractor's net worth, operating income, available cash and current assets compared to current liabilities.
- 5.6.2 Contractor shall repay the advances in accordance with Paragraphs 5.6.4 and 5.6.5 below.
- 5.6.3 Contractor may submit up to three (3) invoices each fiscal year requesting advance payments for operational/administrative costs. Each invoice for advance payment shall not exceed one-twelfth of the Annual Maximum Contract Amount. The final invoice for advance payments shall be submitted no later than February of the fiscal year.
- 5.6.4 County shall recoup all advances by June 30 of the fiscal year, by offsetting the advances from the Contractor's invoices on a monthly basis received in April, May, and June of the fiscal year for services provided in March, April, and May of the fiscal year. If any additional recouping is necessary after the invoice is received in June (including the invoice of the first half of June) of the fiscal year, Contractor shall pay the balance to the County within three (3) business days of the final determination by County, but not later than June 30th of the current fiscal year.
 - 5.6.4.1 Contractor shall submit recouping balance payment with Billing Memo to the address listed in subparagraph 5.6.6.2. Billing Memo shall be obtained from County.
 - 5.6.4.2 Contractor shall also provide a copy of the Billing Memo and a copy of the recouping balance payment check to the address listed in Paragraph 5.7.3.
- 5.6.5 If this Contract terminates sooner for any reason provided for in this Contract, County may recoup any advances from Contractor's invoices that were received up to 60 days prior to the termination date. If any additional recouping is necessary after the final invoice is received Contractor shall pay the balance to the County within ten (10) business days of the termination date of this contract.
- 5.6.6 Contractor shall maintain a system of accounting records that clearly identify the revenues and expenditures by the use of cost centers or separate accounts. The system will ensure that funds are not comingled and that funds are readily available for the repayment of advances.

5.6.6.1 Any interest earned on HCFP Funds will be calculated and paid to DPSS on a quarterly basis. During the fiscal year closeout process, any interest earned on HCFP Funds will be calculated and paid to DPSS no later than July 25th of the following fiscal year.

5.6.6.2 Contractor shall submit all interest payments directly to:

**Los Angeles County
DPSS
Fiscal Operations Division
Attn: Central Cashier
P.O. Box 76687
Los Angeles, CA 90078-0687**

5.6.7 Contractor shall provide bank statements on a quarterly basis by the 25th calendar day the quarter ends to ensure amounts on hand appear appropriate and are not excessive.

5.7 Invoices and Payments

5.7.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Contractor's payments shall be provided in accordance to Contractor's Budget, Exhibit B1-FY 2013/14, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.7.2 The Contractor shall invoice the County on a monthly basis, by the 25th calendar day of each month for the previous month's actual costs of services rendered, including the July invoice for services provided in June per Paragraph 5.7.5 below, using an invoice similar to that shown as Exhibit C, Contractor Invoice Format. The invoice shall specify the actual administrative, operating and direct program services costs. Contractor payment shall be effected using an actual cost method of reimbursement up to the maximum contract amounts described in this Section 5.0.

5.7.2.1 For invoicing purposes, the Contractor shall clearly identify this Contract as "Homeless CalWORKs Families Project".

- 5.7.3 Contractor Invoice Format. Contractor shall submit one original and one copy of the invoice and must provide back-up documentation to support the invoice, to the County Contract Administrator (CCA) within 25 calendar days following the end of the month which services were provided or payment may be delayed as stipulated in Paragraph 5.7.6 below. Contractor shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA. The Contractor shall submit an original and one copy of the invoice and back-up documents to:

**Department of Public Social Services
Invoice Processing Unit
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA. 91746-3411**

- 5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any payment thereof. County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.
- 5.7.5 Contractor shall submit a partial month invoice for actual expenditures and services provided for the first 15 calendar days in June each fiscal year. Contractor shall provide the invoice no later than June 15th. Any outstanding recoupment balances will be offset from said invoice.
- 5.7.6 After Contractor submits its final invoice for the fiscal year, including any adjustments for prior months, and the County determines funds are owed to Contractor, it shall pay Contractor's approved final fiscal year invoice within 30 calendar days of receipt of invoice and back-up documentation. However, if County determines that Contractor has been overpaid, Contractor shall pay County within 30 days of such determination. If Contractor does not agree on the amount owed, County and Contractor shall meet within ten (10) calendar days to work to resolve the disagreement.
- 5.7.7 The final invoice for the term of the Contract shall be determined on an accrual basis, and submitted no later than July 15th or on the 15th of the month immediately following the termination month. County shall not be liable for any invoice received more than twenty (20) calendar days following the final invoice due date.

- 5.7.7.1 Contractor shall provide a final invoice, with all supporting documents, submitted on an accrual basis, for all of the services provided through June 30th or for the final month of the contract.
 - 5.7.7.2 DPSS shall process the final invoice within thirty (30) days of receipt from Contractor.
- 5.7.8 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.
- 5.7.9 The County shall have no requirement for payment other than as set forth in this Contract.
- 5.7.10 Subject to the County's right to terminate earlier for convenience, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination:
 - 5.7.10.1 Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
 - 5.7.10.2 Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 5.7.11 Subject to non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the County's legal requirements for services, Contractor shall, upon receipt of notice of termination, comply with the terms stated in Section 5.0, Sub-

section 5.10, Paragraph 5.7.8, Sub-paragraphs 5.7.8.1 and 5.7.8.2 herein above.

- 5.7.12 Payment to the Contractor will be made monthly in arrears in the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.
- 5.7.13 If this Contract is terminated pursuant to Section 8.0, Sub-section 8.42 Termination for Convenience, Contractor shall not perform work after termination date of contract and County shall not be responsible for payment.
 - 5.7.13.1 The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.
 - 5.7.13.2 Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract.
- 5.7.14 Contractor shall not exceed each fiscal year's Maximum Annual Contract Amount of \$2,005,252. Unspent money from the current fiscal year shall not be rolled-over to the following fiscal year.
- 5.7.15 This Contract is valid and enforceable only if sufficient funds are made available by the County Budget of the applicable fiscal year for the purposes of this Contract.
- 5.7.16 The County shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.
- 5.7.17 Certified Local Small Business Enterprises (SBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, or any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's rights to recover such payment from the Contractor. This provision shall survive the expiration or other termination of the contract.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Contract Director (CCD)

County shall designate one person who will have the authority to act as the CCD on all matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

- 6.1.1 Ensuring that the objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Sub-section 6.2 below; and
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Sub-section 8.1, Changes and Amendments of Terms.

The CCD is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 Supervising County Contract Administrator (SCCA)

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the

County Contract Administrator, who is described in Sub-section 6.3 below.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Administrator (CCA)

County shall designate one person who will have the authority to act as the CCA on all matters pertaining to this Contract. Responsibilities of the CCA or alternate include:

- 6.3.1 Overseeing the day-to-day administration of this Contract;
- 6.3.2 Ensuring that the objectives of this Contract are met;
- 6.3.3 Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- 6.3.4 Meeting with the Contractor's Project Manager or Contractor's Contract Manager on an as needed basis; and
- 6.3.5 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the standards terms and conditions of this Contract and is not authorized to further obligate County in any respect of whatsoever.

6.4 County's Contract Program Manager (CCPM)

The responsibilities of the County's Contract Program Manager include:

- 6.4.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.4.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.5 County's Contract Program Monitor (CPM)

The County's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The CPM reports to the CCA.

The Contract Program Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Director

- 7.1.1 The Contractor's Project Director is designated in Exhibit F. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.
- 7.1.2 The Contractor's Project Director shall be responsible for the providing direction on contractual or administrative matters relating to this Contract and overseeing the overall management and coordination of the day-to-day operations of this Contract and shall coordinate with County's Contract Director, Supervising County Contract Administrator, and County's Contract Administrator on a regular basis.
- 7.1.3 The Contractor's Contract Project Director must have two years of experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract.

7.2 Contractor's Project Manager

Contractor shall designate one person who will have the authority to act as the Contractor's Project Manager on all matters pertaining to this Contract. Responsibilities of the Contractor's Project Manager or alternate include:

- 7.2.1 Supervision of LAHSA HCFP program staff to include: scheduling, coordinating team assignments, inventory management and coordination of project equipment & supplies, and the provision of staff coaching and counseling. The Contractor's Project Manager is also responsible for coordination of LAHSA's work in the project with DPSS, DMH, and DPH project staff and subcontractors.
- 7.2.2 The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager. The Contractor's Project Manager is designated in Exhibit F.
- 7.2.3 The Contractor's Contract Project Manager or alternate must have two years of experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the

reporting and monitoring requirements) as the services required in this Contract.

7.3 Contractor's Contract Manager

7.3.1 The Contractor's Contract Manager is designated in Exhibit F. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.3.2 The Contractor's Contract Manager shall be responsible for the oversight of administrative and contractual matters relating to the performance of this HCFP contract.

7.3.3 The Contractor's Contract Manager or alternate must have two years of experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract. The Contractor's Contract Manager or alternate must have a minimum of two years of the experience described above. An Associate of Arts or higher business-related degree (a Bachelor Degree or higher reduces the minimum experience requirement of both the Contract Manager and alternate by one year. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond to inquiries within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

7.4 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

7.5 Contractor's Staff Identification

7.5.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.5.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

- 7.5.3 Contractor shall retrieve an employee's ID badge on the same business day the employee has terminated employment with the Contractor.
- 7.5.4 County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

7.6 Background and Security Investigations

- 7.6.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.6.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

- 7.7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without

limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.7.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit J.
- 7.7.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit J1.
- 7.7.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit J2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGES AND AMENDMENT OF TERMS

- 8.1.1 County reserves the right to initiate Change Notices that do not affect the scope of work, term, contract sum, or payments included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County Contract Director.
- 8.1.2 For any change which affects the scope of work, term, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the DPSS Director or designee.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or designee.
- 8.1.4 The DPSS Director or designee may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
 - 8.1.4.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 8.1.4.2 DPSS Director or designee, may without further action by County's Board of Supervisors prepare and sign amendments to this Contract which increase or decrease payments to Contractor which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:
 - 1. Per fiscal year, County's total payments to Contractor shall not increase or decrease by more than ten percent of the Annual Maximum Contract Amount; and
 - 2. The aggregate shall not exceed ten percent of the original Maximum Contract Amount during the term of this contract.
 - 8.1.4.3 DPSS shall obtain the approval of County Counsel and CEO for an amendment to this Contract.

8.1.4.4 The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County Contract Program Manager (CCPM) with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The CCPM will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the CCPM requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for CCPM approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the CCPM for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCPM of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County Contract Administrator (CCA) within three (3) business days of mailing to the complainant.
- 8.5.8 Complaints by/from CalWORKs Participants shall be handled in accordance with the provision of the Exhibit A, Statement of Work, Section 4.0., Quality Assurance and Section 9.0, Complaint Systems.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directive, and all provisions required thereby to be included here, are hereby incorporated by this reference. These shall include, but are not limited to:
1. California Welfare & Institutions Code
 2. California Department of Social Services (CDSS) Manual of Policies and Procedures
 3. California Department of Social Services Operational Manual
 4. Social Security Act
 5. State Energy and Efficiency Plan (Title 24, California Administrative Code
 6. Clean Air Act (Section 306, 424 US Code 1857 (h))
 7. Clean Water Act (Section 50, 33USC 1368)
 8. Executive Order 11738 an Environmental Protection Agency Regulations (40 CFR Part 15)
 9. Equal Employment Opportunity (EEO) {Executive Order 11738 an Environmental Protection Agency Regulations (40 CFR Part 15)
 10. Various State regulations and releases listed on several attachments

8.6.3 Contractor shall maintain all licenses required to perform the Contract. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.4 These terms shall also apply to Subcontractors of County contracts.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall sign and adhere to the "Bidder/Offeror's Non-Discrimination in Services Certification" Exhibit G and Contractor's EEO Certification", Exhibit D.

In addition, Contractor shall abide by all provision contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook is provided at the two year mandated training by DPSS. The Civil Rights incorporates the Civil Rights requirements mandated by federal and State laws that must be adhered by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:

1. Ensuring that public contract staff attends the biennial mandatory DPSS provided Civil Rights Training.
2. Identifying the participant's designated/preferred language. This can be accomplished by using the Language Designation Form (PA 481), available at: <http://dpss.lacounty.gov/dpss/civilrights/forms.cfm>, or a similar form the contractor's uses approved by DPSS.
3. Ensuring that notices sent or provided to participants are in their respective preferred language.
4. Providing interpreters to ensure meaningful access to services for all participants.
5. Using the Civil Rights forms, Exhibit A, Statement of Work (SOW), Complaint of Discriminatory Treatment, Civil Rights Flowchart, and Civil Rights Request for Training, Technical Exhibit 10, as needed when a participant complains of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violation complaints.
6. Ensuring timely (24 hours) reporting of Civil Rights complaints to the CCA.
7. Ensuring civil rights complaints are NOT investigated by Contractor or Contractors' staff.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular

pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business.

The County's Department of Children and Family Services will supply the Contractor with the poster to be used Exhibit I. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract at least semi-annually or as often as needed. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour

law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FISCAL ACCOUNTABILITY

8.20.1 Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations. The OMB circulars are located at:

http://www.whitehouse.gov/omb/circulars_default

8.20.2 Contractor shall be responsible for ensuring that all financial records and establishing fiscal documents are in compliance with and governed by the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, as referenced in Subsection 3.3 of this contract. All financial records and established fiscal documents shall be made available for review upon request by County.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local

taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.7 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor and Subcontractors shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's or Subcontractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured Endorsement confirming County and its Agents

(defined below) has been given Insured status under the Contractor's General Liability policy shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

**Department of Public Social Services
Monitoring Processing Unit
12900 Crossroads Parkway South
East Annex 2nd Floor
City of Industry, CA 91746-3411**

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities

entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance,

and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and

SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.25.4 **Sexual Misconduct Liability Coverage**
Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- 8.25.5 **Crime Coverage**
A Fidelity Bond or Crime Insurance policy with limits of not less than \$20,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured

and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the DPSS Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the DPSS Director, or designee, in a written notice describing the reasons for said action.
- 8.26.2 If the DPSS Director, or designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the DPSS Director, or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in Exhibit A, SOW, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, hereunder, or in particular provisions within this contract, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the CCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA is not able to resolve the dispute, the County Contract Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit P.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E, County's Administration and Exhibit F, Contractor's Administration. Addresses may be changed by either party giving thirty (30) days prior written notice thereof to the other party. The DPSS Director, or designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the CCPM. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 The County, Federal, State, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and businesses conducted by the Contractor and observe the operation of the business so that accuracy of the above records and any of the Contractor's invoices for services provided can be confirmed.
- 8.38.4.1 All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a Contractor facility located in Los Angeles County for examination by the County.
- 8.38.4.2 Failure on the part of the Contractor to comply with the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The CCA is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers,

employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Department of Public Social Services
Monitoring Processing Unit
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA. 91746-3411**

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, the Contractor shall:

- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or

negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
 - 8.45.1.5 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this

Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-section 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 COUNTY AUDITING OF CONTRACTOR RECORDS

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.54 PARTICIPATION IN THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

A. CONTRACTOR will participate in and comply with the requirements of the Los Angeles Continuum of Care (CoC) Homeless Management Information System (HMIS). CONTRACTOR shall participate by entering data directly into the Los Angeles CoC's HMIS system, and adhere to all the implementation guidelines developed under the Los Angeles CoC's HMIS. "Participation" includes, but is not limited to, the

input of all programmatic and client data, and when necessary, the generation of all mandated reports, and the use of any data monitoring tools or aggregate reports.

B. CONTRACTOR shall only use HMIS programs for entering programmatic or client data.

C. LAHSA shall ensure that data is accurately input and reported.

8.55 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.55.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.55.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.55.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.55.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

8.56 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 8.56.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all materials, techniques, software, reports, data, plans, diagrams, facilities, tools, and information (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract to the extent allowed by State law. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 8.56.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.
- 8.56.3 The requirements of this Sub-section 8.56 apply to all equipment, as defined in Section 2, Definitions, Sub-section 2.29, Equipment, purchased for use under this Contract. The requirements apply whether the equipment is purchased with County funds by Contractor or County.
- 8.56.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 8.56.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary"

or "Confidential" on each appropriate page of any document containing such material.

- 8.56.6 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 8.56.7 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 8.56.6 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 8.56.5 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 8.56.8 All the rights and obligations of this Sub-section 8.56 shall survive the expiration or termination of this Contract.

8.57 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 8.57.1 The Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 8.57.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
 - Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

8.57.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

8.58 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.59 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.59.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.59.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.60 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.61 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

8.62 COVENANTS AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.63 SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-section 8.38 (Records Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

8.64 CHILD AND ELDER ABUSE FRAUD REPORTING

8.64.1 Contractor staff performing work under this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by this code Section. Contractor staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

8.64.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at

(800) 540-4000 within one (1) business day from the date CONTRACTOR became aware of the suspected instance of child abuse.

- 8.64.3 Contractor staff performing work under this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by this code Section. Contractor staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 8.64.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 8.64.5 Contractor staff performing work under this Contract shall also immediately report all suspected or actual welfare fraud situations to DPSS Central Fraud Reporting Line at (800) 349-9970.
- 8.64.6 County shall indemnify, defend, and hold harmless Contractor and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by Contractor arising from Contractor's compliance with Sub-paragraphs 8.64.1 through 8.64.5 whether due to Contractor's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this Section was negotiated and each was represented by independent legal counsel.

8.65 FORCE MAJEURE

- 8.65.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other

than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

- 8.65.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
- 8.65.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

[illegible]

In WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

John F. Krattli, County Counsel

By _____
Melinda White-Svec
Deputy County Counsel

Date

LOS ANGELES HOMELESS AUTHORITY SERVICES, CONTRACT NUMBER:_____

By _____
G. Michael Arnold, Executive Director

Tax Identification Number

Date

By _____
Chester Bieganski, Chief Financial Officer

Date

APPROVED AS TO FORM:

John F. Krattli, County Counsel

By _____
Aleen Langton
Principal Deputy County Counsel

Date

Exhibit A
STATEMENT OF WORK (SOW)
AND
SOW TECHNICAL EXHIBITS

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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

STATEMENT OF WORK (SOW)

1.0 DESCRIPTION OF SERVICES

- 1.0.1 The workload, as described in this Statement of Work (SOW), is reflective of the current workload and is subject to change based on changes in federal, State or County policy regulations and requirements.
- 1.0.2 The Department of Public Social Services (DPSS) objective is to assist CalWORKs homeless Welfare-to-Work (WtW) participants to transition from welfare dependence to self-sufficiency by removing homeless and mental health barriers to employment through these Homeless California Work Opportunities and Responsibility to Kids (CalWORKs) Families Project (HCFP) services.
- 1.0.3 Contractor shall arrange for temporary shelter, transitional housing, crisis intervention referrals, and provide transportation services, and auxiliary supplies (such as bus tokens, hygiene products, clothing, food, infant items, diapers, and clothing); temporary shelter at hotels or motels when facility-based temporary shelter or transitional housing cannot be arranged.
- 1.0.4 The HCFP is funded by the CalWORKs Single Allocation funds and limits HCFP to enrolled HCFP participants meeting the criteria listed in Exhibit A, Sub-section 1.1, Paragraph 1.1.3.
- 1.0.5 HCFP offers up to 120 days of temporary shelter and transitional housing, minus any issuances previously made from the HCFP or Emergency Shelter Services (ESS) program [a separate contract] that offers Emergency Shelter Services to homeless CalWORKs participants during homelessness and until deemed HCFP appropriate. For example, a homeless CalWORKs WtW family who received 80 days of emergency shelter while participating in the ESS program can only receive up to 40 days of temporary shelter while participating in HCFP, for a total of 120 days. However, a family may utilize the entire 120 days of shelter under either program.
- 1.0.6 The HCFP population is composed of English and non-English speaking participants, hence, the Contractor shall provide services for English and non-English speaking participants in their preferred language through multi-lingual staff or language interpretation services available through DPSS. The most common primary languages are English, Spanish, Armenian, Cambodian, Chinese (Cantonese and Mandarin), Korean, Russian, Spanish, Tagalog, and Vietnamese.

1.1 SCOPE OF WORK

- 1.1.1 Contractor shall provide all supervisory, administrative, direct labor personnel, including personnel who are bilingual in English and Spanish, to accomplish all work required by this Contract.
- 1.1.2 Contractor shall complete an Intake and Assessment for housing and services for all participants referred to HCFP by either DPSS or DMH.
- 1.1.3 Based on the Intake and Assessment for housing and services, Contractor shall recommend a participant's appropriateness into HCFP.
- 1.1.4 DPSS and DMH will determine the eligibility of the HCFP participants. Upon determination of the family's eligibility for the project by DPSS and DMH, DPSS will provide LAHSA HCFP staff with written notification of the date that the family has been enrolled into the project.
- 1.1.5 Contractor shall provide transportation services for HCFP participants to access required HCFP-related appointments at:
 - 1.1.5.1. DMH
 - 1.1.5.2. DPSS
 - 1.1.5.3. Los Angeles Homeless Services Authority (LAHSA) headquarters
 - 1.1.5.4. Temporary Housing locations
 - 1.1.5.5. Transitional Housing locations
 - 1.1.5.6. Emergency Housing Locations (including shelter and motels)
 - 1.1.5.7. Substance abuse prevention/treatment locations
 - 1.1.5.8. Mental Health treatment locations
 - 1.1.5.9. Six HCFP sites:
 - 1.1.5.9.1 Metro Family/Downtown DMH in Supervisorial District One.
 - 1.1.5.9.2 El Monte/Prototypes in Supervisorial District One.
 - 1.1.5.9.3 Pomona/ENKI-Health and Research System, Inc. in Supervisorial District One.
 - 1.1.5.9.4 Norwalk/Pacific Clinics in Supervisorial District Four.
 - 1.1.5.9.5 South Central/Shields for Families in Supervisorial District Two.
 - 1.1.5.9.6 East Valley/San Fernando Valley Community Mental Health Center (SFVCMHC) in Supervisorial District Three.
- 1.1.6 Contractor shall arrange HCFP participant with temporary shelter for up to 120 days under HCFP funding and/or ESS funding through a separate contract, the Emergency Shelter Services contract.

- 1.1.7 For participants who have exhausted the 120 days of shelter under HCFP and/or ESS [through a separate contract], Contractor shall assist families in accessing available temporary and transitional housing.
- 1.1.8 Contractor shall provide HCFP participants with auxiliary supplies, crisis and intervention, crisis intervention referrals.
- 1.1.9 Contractor shall participate in HCFP Case Review meetings with DPSS, Department of Public Health (DPH), and DMH on a weekly basis, held at each of the six HCFP sites, to review and discuss particular HCFP participant's in HCFP.

2.0 ADDITION AND/OR DELETION OF FACILITIES

- 2.1 Contractor shall provide HCFP services at the following locations:
 - 2.1.1 Los Angeles Homeless Housing Authority (LAHSA) headquarters, located at: 811 Wilshire Boulevard #600 Los Angeles, CA 90017.
- 2.2 Contractor shall provide services, as needed, at the following locations:
 - 2.2.1 Downtown Department of Mental Health, 529 Maple Ave., Los Angeles, CA 90020 in Supervisorial District One
 - 2.2.2 El Monte Prototypes, 11001 E. Valley Blvd., Suite 300, El Monte, CA 91731 in Supervisorial District One
 - 2.2.3 Pomona ENKI- Health and Research System, Inc., 536 S. Second Ave. Suite J, Covina, CA 91723 in Supervisorial District One
 - 2.2.4 Norwalk/Pacific Clinics, 11721 E. Telegraph Rd., Santa Fe Springs, CA 90670 in Supervisorial District Four
 - 2.2.5 South Central/Shields for Families, 11601 S Western Ave., Los Angeles, CA 90047 in Supervisorial District Two
 - 2.2.6 East Valley/San Fernando Valley Community Mental Health Center (SFVCMHC), 11631 Victory Blvd, #203, North Hollywood, CA 91606 in Supervisorial District Three
 - 2.2.7 Other locations where participants are engaged for HCFP Services.
- 2.3 All changes must be made in accordance with this Contract, Section 8.0, Terms and Conditions, and Sub-section 8.1, Changes and Amendments of Terms.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Administrator for review by the Contract start date. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 3.3 A written report of all investigations conducted by the Contractor documenting any corrective action and the resolution of the problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- 3.4 Data collection and monitoring systems to ensure that services are equitable for all HCFCP participants.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0, Terms and Conditions, Sub-section 8.15, County's Quality Assurance Plan.

- 4.1 County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract.
- 4.2 The County or its agent will evaluate the Contractor's performance under this Contract at least semi-annual or as often as needed. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.
- 4.3 The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract.

4.4 Performance Evaluation Meetings

Contractor is required to attend a Performance Evaluation meeting as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, at the discretion of the CCA, a meeting, in person or by phone,

shall be held within five (5) days, at a mutually agreed upon time and place to discuss the problem. Failure to attend will cause issuance of Contract Discrepancy Report and Corrective Action Plan.

4.5 Contract Discrepancy Report (SOW Technical Exhibit 4 of Exhibit A)

4.5.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Project Director and Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.5.2 The County Contract Administrator (CCA) will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within ten (10) workdays from the date of the Report, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted with a timetable for correction of all deficiencies identified in the CDR to the CCA within ten (10) workdays.

4.6 Government Observations

In addition to departmental contracting staff, other Federal, State and/or County personnel, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Section 6.0, Administration of Contract - County. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Contract, Section 8.0, Standard Terms and Conditions, Sub-section 8.1 Amendments.

5.2 Training

- 5.2.1 County will arrange for the Civil Rights biennial training of Contractor's staff upon receipt of Contractor's staff names, either by direct training of Contractor's staff by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.
- 5.2.2 County may provide cultural awareness and sensitivity training, and materials to Contractor staff. If County provides such training, Contractor shall ensure that all Contractor staff is trained.

5.3 Materials

County shall provide for Contractor's use of the following:

- 5.3.1 A list of County observed holidays.
- 5.3.2 Civil rights complaint forms, PA 607, SOW Technical Exhibit 10, for use by HCFP participants in reporting civil rights complaints.

CONTRACTOR

5.4 General

Contractor shall furnish necessary personnel, space, equipment, supplies, and training, except as provided by County, to perform all services required by this Contract.

5.5 Project Director and Contract Manager

- 5.5.1 Contractor shall provide a full-time Contract Manager or designated alternate. Contractor shall provide a telephone number where the Contract Manager may be reached from Monday-Friday 8:00 A.M. – 5:00 P.M.
- 5.5.2 In case of an emergency, after normal business hours, DPSS may contact Project Director or designee via email, text, or phone. Contractor shall provide contact phone number to the CCA and CCPM.
- 5.5.3 Contract Manager shall act as a central point of contact with the County for all administrative and contractual matters relating to this contract.
- 5.5.4 Contract Manager shall have a minimum of two years of experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract. The alternate must have a minimum of two years of the experience

described above. An Associate of Arts or higher business-related degree (a Bachelor Degree or higher reduces the minimum experience requirement of both the Contract Manager and alternate by one year. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond to inquiries within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

- 5.5.5 The Project Director and Contract Manager/alternate shall have authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Director and Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 5.5.6 The Contractor Project Director and Contract Manager are not authorized to make any changes in the Standard Terms and Conditions of the Contract and are not authorized to obligate Contractor to DPSS in any way whatsoever.

5.6 Personnel

- 5.6.1 Contractor shall provide staff with background experience and expertise to provide the services required in the Statement of Work.
- 5.6.2 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 5.6.3 Contractor shall provide bilingual staff to meet the needs of the County's CalWORKs participants receiving services from Contractor in HCFP. When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands. Contractor may utilize an interpreter provided by the participant (e.g., a relative or friend), if the participant requests the use of a family member or a friend. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request.
- 5.6.4 Contractor shall have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other language(s) in which they are providing services. Contractor's methodology shall be shared with County upon request.

- 5.6.5 Contractor shall be required to background check their employees as set forth in Sub-section 7.5 – Background & Security Investigations, of the Contract.

5.7 Contract Management Services

Contractor shall provide all management services necessary for provisions of the HCFP services. Contractor's management services may include, but are not limited to:

- 5.7.1 Planning, coordinating, implementing and monitoring HCFP service delivery.
- 5.7.2 Providing County within 10 days of the commencement of this contract with standards used to certify fluency of staff in reading, writing, and speaking both English and the other language(s) in which they are providing services other than English. (e.g., Native speaker and/or educational level in language).
- 5.7.3 Ensuring that key management staff is present and when there is a vacancy, interim replacement is made within fifteen (15) days of the creation of the vacancy to ensure all staff levels needed for the delivery of HCFP Services are present. Contractor shall notify County in writing of any change in key management staff within fifteen (15) calendar days of the vacancy.
- 5.7.4 Ensuring that verbal instructions and Contractor-developed materials are in the languages of applicants receiving HCFP Services from the Contractor. Ensuring translated materials are accurately translated by providing County with its methodology for certification.
- 5.7.5 Ensuring that all required posters and materials are posted at Contractor sites as directed by County, and are accessible to the public.
- 5.7.6 Ensuring Contractor meets with County as needed, to discuss programmatic issues, general procedural issues, and general concerns. Either County or the Contractor may request such a meeting.
- 5.7.7 Ensuring Contractor submits accurate and timely invoices, and in the event electronic invoices are required, Contractor shall submit accurate and timely invoices through the Contract Invoicing System (CIS) for services under this contract, Contractor shall create and submit electronic invoices as instructed.

5.8 Uniforms/Identification Badges

- 5.8.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by Contractor.
- 5.8.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-section 7.4 – Contractor’s Staff Identification, of the Contract.

5.9 Materials, Equipment, and Inventory

- 5.9.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 5.9.2 Materials/equipment purchased with County funds shall be returned to the County upon termination of the Contract:
 - 5.9.2.1 Name and phone number of Contractor’s contact person where equipment is located;
 - 5.9.2.2 Address where equipment is located;
 - 5.9.2.3 Type of equipment;
 - 5.9.2.4 Brand and model number of equipment;
 - 5.9.2.5 County bar-code number on equipment; and
 - 5.9.2.6 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 5.9.3 Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County an updated Contractor’s Equipment Control Form, SOW Technical Exhibit 11 during the term of this Contract upon request.
- 5.9.4 Contractor, effective with this new Contract, shall request and receive prior authorization from County to purchase any piece of equipment in excess of \$5,000 that is necessary to perform all services required under this Contract.
- 5.9.5 Unless applicable federal or State law requires otherwise, County shall be the sole owner of all rights, title, and interest in any and all equipment purchased by Contractor with one hundred (100) percent of County funds.
- 5.9.6 Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds and equipment provided by

County shall be retrieved by County with an appropriate notice to Contractor.

5.10 Computer Equipment Supplies and Security

5.10.1 Contractor shall provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.), to provide HCFP services.

5.10.2 Contractor shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of Contractor's request for equipment relocation, a move to another facility, an additional office or a new service site.

5.10.3 Contractor shall report to the CCA, the loss, vandalism or theft of computer supplies and equipment within 24 hours after discovery. For stolen equipment, Contractor shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding weekends and holidays.

5.10.4 Contractor shall provide all security for County computers and printers and computer access to ensure that the equipment is secure, and confidentiality of CalWORKs participants' records is maintained. Contractor shall provide security adequate to protect all County data in any media. Equipment must be secured to work stations in locked space. Data must be password protected to ensure only authorized staff have access.

5.11 Equipment

5.11.1 Contractor shall provide all equipment necessary to perform all services required by this Contract.

5.11.2 Contractor shall provide sufficient telephone lines at its site(s) for CalWORKs participants, providers DPSS and DMH staff to contact Contractor for the purpose of HCFP.

5.11.3 Contractor shall have responsibility for installation, repair and replacement of telephones and/or lines provided by Contractor. This may include reasonable costs for replacement of cell phones.

5.12 Site Preparation

Contractor shall be responsible for funding all site preparation costs. This includes any facility alterations and furniture upgrades to house the equipment.

5.13 Training

5.13.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.13.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

5.14 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 A.M. – 5:00 P.M., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

6.0 HOURS/DAY OF WORK

Contractor shall be available Monday through Friday, 8:00 A.M. – 5:00 P.M. Contractor shall maintain County recognized holidays. County will provide a list of County recognized holidays prior to the start of each calendar year.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Contractor shall complete an initial Intake and Assessment for all families referred to HCFP by either DPSS or DMH Provider. Contractor shall conduct an initial Intake and Assessment in order to identify the family's homeless history, family composition, employment/educational history, health history, criminal history and any shelter history. Based on the Intake and Assessment, Contractor shall provide a recommendation regarding the participant's appropriateness for participation in the HCFP.

7.2 Contractor shall provide the following services upon the DMH providers' confirmation of the participant's admittance into HCFP.

7.2.1 Provide HCFP shelter services (which may include the 120 day benefit) and any additional non-HCFP funded shelter to the HCFP participants who are currently being assisted through this program and to those who are newly enrolled into the project.

7.2.2 Provide transportation to HCFP participants who are currently being assisted in HCFP for HCFP-related appointments to the locations

listed in Paragraph 1.1.5 above, with the exception of persons who are under the influence of or are in possession of illegal substances and alcohol, are combative, verbally abusive and/or are displaying behavior that is unsafe or otherwise poses a risk to other HCFP participants, County, or Contractor staff.

- 7.2.3 When appropriate, a determination will be made by HCFP Team that participant has attained sufficient stability in housing and has sufficient resources to provide for their own transportation. After such case determination has been made, LAHSA will only provide transportation to the family on an emergency basis.

For families being transported, Contractor shall have an adult family member complete and sign the Monthly HCFP Transportation Log, SOW Technical Exhibit 7. Contractor shall attach the log to the Monthly Management Report (MMR) and submit by the 25th of each month as per Paragraph 7.2.10.

- 7.2.4 Provide transportation, crisis intervention referrals, temporary housing (hotel, motel, or shelter), transitional housing, and auxiliary supplies (such as food items, diapers, hygiene products, cleaning products, infant items, clothing, identification, birth records and certificates and bus tokens).
- 7.2.5 Assist the HCFP participant in identifying and securing temporary shelter, transitional housing, and other appropriate resources within 24 hours of receipt of the notification from DPSS confirming the participant's acceptance into the project.
- 7.2.6 Attend meetings at the HCFP Mental Health agency to review and discuss the following:
 - 7.2.6.1 Initial Wraparound Meetings for prospective HCFP participants.
 - 7.2.6.2 Weekly Case Review Meeting for each HCFP participant.
 - 7.2.6.3 Compliance Wraparound Meetings for HCFP participants on an as-needed basis.
- 7.2.7 Provide statistical information to DPSS by the 25th day of the following month as specified in this Section 7.0, with the exception of Subparagraph 7.2.10.5, Ad Hoc Reports, which may require a different due date.
- 7.2.8 Maintain a database of HCFP participants receiving temporary shelter in hotels/motels and/or emergency shelter facilities, to

ensure that the 120-day limit for shelter is not exceeded. County will not pay Contractor for providing shelter to HCFP participants beyond the 120-day limit.

7.2.9 In the event additional, temporary, and transitional housing for HCFP families is needed for Contractor to maintain a sufficient number of facilities to provide these services, Vendors shall be:

7.2.9.1 solicited through the Contractor's approved procurement process which states: In the subcontracting of any services on this contract LAHSA will comply with OMB Circular A-110 Sub Part C Procurement Standards .45 Cost and price analysis; "Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability."

7.2.9.2 acceptable to DPSS Director and or designee

7.2.9.3 monitored to ensure compliance with program requirements.

7.2.10 Contractor shall provide the following reports to DPSS:

7.2.10.1 MONTHLY COMPLAINT LOGS

7.2.10.1.1 Contractor shall submit all Monthly Complaint Logs, SOW Technical Exhibit 5, per Sub-section 9.2 of this SOW, to the CCA by the 25th calendar day of the month following the month of service.

7.2.10.1.2 Contractor shall submit SOW Technical Exhibit 5, Monthly Complaint Logs, SOW Technical Exhibit 8, Participant Roster, SOW Technical Exhibit 7, Transportation Log, and SOW Technical Exhibit 9, Monthly Management Report (MMR), as specified in Sub-paragraphs 7.2.11.2, 7.2.11.3, and 7.2.11.4.

7.2.10.2 MONTHLY MANAGEMENT REPORT (MMR)

- 7.2.10.2.1 Contractor shall submit an MMR, SOW Exhibit 9, to the CCA by the 25th calendar day of the month following the month of service.
- 7.2.10.2.2 Contractor shall submit the MMR with the Monthly Complaint Log, Participant Roster, and the Transportation Log, as specified in Sub-paragraphs 7.2.11.1, 7.2.11.3, and 7.2.11.4.
- 7.2.10.2.3 Contractor shall provide the following information for HCFP participants on each MMR:
 - a. The number of families placed into temporary shelter within 24 hours, after verification of acceptance into HCFP and receipt of required shelter documents.
 - b. The number of families placed into temporary shelter after 24 hours, after verification of acceptance into HCFP and receipt of required shelter documents.
 - c. The number of prospective families assessed for participation in HCFP.
 - d. The total number of families accepted into the HCFP program in the service month.
 - e. The total number of families who received temporary shelter within the service month.
 - f. The total number of new, unduplicated families that received temporary shelter within the service month.
 - g. The number of families who were sheltered through the use of the 120-day benefit.
 - h. The number of families who received shelter in hotels/motels.
 - i. The number of families who received shelter in temporary shelter facilities.

Exhibit A

- j. The number of families who received transportation services within the service month.
- k. The number of families who received bus tokens.
- l. The number of miles driven by the Contractor.
- m. The number of families who received emergency supplies.
- n. The total number of families who exited the project during the service month.
- o. The number of families who were placed in permanent housing during the service month.
- p. The number of families who were placed in transitional housing during the service month.
- q. The number of families who were placed into another emergency shelter.
- r. The number of families who exited the project without a housing placement.
- s. The number of families who exhausted the 120 days and still required housing assistance.

7.2.10.3 PARTICIPANT ROSTER

- 7.2.10.3.1 Contractor shall submit a Participant Roster, SOW Technical Exhibit 8, to the CCA by the 25th calendar day of the month following the month of service.
- 7.2.10.3.2 Contractor shall submit the Participant Roster with the Monthly Complaint Log, MMR, and the Transportation Log as specified in Sub-paragraphs 7.2.11.1, and 7.2.11.2, and 7.2.11.4.

7.2.10.4 TRANSPORTATION LOG

7.2.10.4.1 Contractor shall submit a Transportation Log, SOW Exhibit 7 to the CCA by the twentieth (25th) calendar day of the month following the month of service.

7.2.10.4.2 Contractor shall submit the Transportation Log with the Monthly Complaint Log, MMR, and Participant Roster as specified in Sub-paragraphs 7.2.11.1, 7.2.11.2, and 7.2.11.3.

7.2.10.5 AD HOC REPORTS

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County in a mutually agreeable time period.

8.0 FRAUD REFERRALS

Contractor shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I). Information can be found on the Internet at http://dpss.lacounty.gov/dpss/fraud/online_reporting.cfm

9.0 COMPLAINT SYSTEMS

9.1 DPSS Received Complaints

County shall refer complaints related to HCFP to Contractor in writing for resolution. Contractor shall notify County in writing of the resolution within five (5) days. County shall prepare a monthly listing of complaints referred to Contractor for resolution. Inquiries shall not be considered complaints. Calls not referred to Contractor for resolution shall not be considered complaints.

9.2 Contractor Received Complaints

9.2.1 Contractor shall maintain a Monthly Complaint Log, Exhibit A, SOW, Technical Exhibit 5 recording each complaint related to HCFP received directly by Contractor. Contractor shall include in the Monthly Complaint Log, complaints involving HCFP participants, complaints about providers, about the Contractor or about other County Departments providing services in HCFP.

9.2.2 Contractor shall complete an Incident Report form, Exhibit A, SOW Technical Exhibit 6, of all incidences related to HCFP received directly

by Contractor. Contractor shall include an incident involving HCFP participants, complaints about the providers, about the Contractor or about other County Departments providing services in HCFP, and resolution to the incident.

- 9.2.3 Contractor shall submit an incident report within 24 hours to County Contract Program Manager (CCPM) listed on County Administration, Exhibit E.
- 9.2.4 Contractor shall maintain the Incident Report per this Contract, Sub-section 8.38, Record Retention and Inspection/Audit Settlement.
- 9.2.5 Complaints which indicate abuse, neglect or exploitation of children shall be referred by Contractor to the Department of Children and Family Services within 24 hours of receipt, per this Contract, Sub-section 8.64, Child and Elder Abuse Fraud Reporting.

9.3 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 9.3.1 Ensure public-contact staff attend the mandatory Civil Rights training provided by DPSS.
- 9.3.2 Ensure notices and correspondences provided to the participants, are in their designated threshold language and provide interpreters to ensure meaningful access to services to all participants.
- 9.3.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 9.3.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - 9.3.4.1 Contractor shall provide and assist participants with completing a PA 607, Complaint of Discriminatory Treatment, SOW Technical Exhibit 10, in the participant's primary language available at:
<http://dpss.lacounty.gov/dpss/civilrights/forms.cfm>.
 - 9.3.4.2 Contractor shall maintain a log of civil rights complaints.
 - 9.3.4.3 Contractor's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between the Contractor and the County Contract Administrator (CCA) and the Civil Rights Section (CRS).

9.3.4.4 CCM/CRLs shall forward all PA 607s to the CCA within two (2) business days.

9.3.4.5 CCM/CRLs shall not attempt to investigate Civil Right complaints. Investigations are handled by CRS.

10.0 CUSTOMER SERVICE

10.1 Customer Service Program

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Contract's Preamble. The Customer Service Program must be approved by DPSS and recommended changes to the Program must be made allowing a minimum of ten (10) business days for review.

10.2 Customer Service Monitoring

Contractor shall be monitored for the quality of the Contractor's Customer Service by DPSS with randomly selected participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice as specified in Standard Terms and Conditions, Section 8.0.

10.3 Customer Service Complaints

For any Customer Service Complaints, Contractor shall follow this SOW, Exhibit A, Section 9.0, Complaint Systems.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County Contract Program Manager of Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 A Performance Requirements Summary (PRS) chart, Technical Exhibit 1 of Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart lists:

- reference section of the contract
- required services
- method of monitoring
- deductions/fees to be assessed for each service that is not satisfactory

12.2 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

12.3 Contractor shall adhere to the PRS Chart which lists the following:

12.3.1 Required services most critical to satisfactory Contract performance (Column 1).

12.3.2 Performance indicator used to determine that the standards have been met (Column 2).

12.3.3 Standard of performance for each required service (Column 3).

12.3.4 Maximum Acceptable Quality Level (AQL) for each required service that is allowed before County assesses Unsatisfactory Performance Deductions (Column 4).

12.3.5 Monitoring methods to be used to evaluate Contractor's performance in meeting the Contract requirements (Column 5).

12.3.6 Unsatisfactory Performance Deductions to be assessed for exceeding the AQL, for each listed Contract service requirement (Column 6).

12.4 Monitoring

12.4.1 Contractor shall be monitored at a minimum of a semi-annual basis or as often as needed. Contractor shall be monitored for adherence to all terms and conditions of the contract. In addition, Contractor will be monitored for required services listed on the PRS. Contractor's performance may be evaluated by a variety of inspection methods. The methods of monitoring that may be used are:

12.4.1.1 Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection. A random sampling chart shall be used to determine the number of items sampled. County has the option of using a normal, medium, or small sample size;

- 12.4.1.2 One hundred percent inspection of items, such as reports and invoices, on a semi-annual basis or as often as needed to assure a sufficient evaluation of the Contractor's performance;
- 12.4.1.3 Review of participant files and reports maintained by the Contractor;
- 12.4.1.4 Interviews/written surveys with participants and providers;
- 12.4.1.5 Validated complaints to CCA, administrative staff, other agencies and other departments with which Contractor has a relationship; and
- 12.4.1.6 On-site evaluations.

12.5 Notices of County Review Findings

- 12.5.1 Upon completion of a monitoring review, County shall provide Contractor a notice of the findings, including a Contract Discrepancy Report if necessary, per Section 4.0 above.
- 12.5.2 Contractor shall adhere to procedures set form in Section 4.0.

12.6 Criteria for Acceptable or Unacceptable Performance

- 12.6.1 Contractor's unsatisfactory service shall be determined by the number of defects that are monitored.
- 12.6.2 A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:
 - 12.6.2.1 Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
 - 12.6.2.2 Lot Size - The total number of unit or services to be provided;
 - 12.6.2.3 Sample Size - The number of units to be checked in a given time period; and
 - 12.6.2.4 Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

12.6.3 The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

12.6.4 When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review.

12.7 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance, Contractor shall, within ten (10) workdays, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

12.8 Unsatisfactory Performance Remedies

12.8.1 When Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

12.8.1.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

12.8.1.2 Assess penalties for each monitoring period for any required service that exceeds the allowable Acceptable Quality Level.

12.8.2 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

12.8.3 Suspend or cancel the contract for systematic, deliberate misrepresentations. This section does not preclude the County's

right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Standard Terms and Conditions, Sub-section 8.42, Termination for Convenience, herein above.

HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Required Service	Standard of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Action Required and Deductions for Exceeding AQL
Contract, Sub-section 5.6, Advances and Settlements, Paragraph 5.6.8	Contractor shall provide bank statements on a quarterly basis.	Bank statement shall be submitted by the 15 th calendar day after the quarter ends.	100%	Review delivery date to ensure receipt by the 15 th calendar of the month (excluding weekends and/or County holidays).	Issue CDR; Complete and Implement Corrective Action Plan
Contract, Sub-section 5.7, Invoices and Payments, Sub-paragraph 5.7.2	Contractor shall submit a monthly invoice by the 25 th day of each month for the previous month's actual cost of services rendered with all back-up documentation.	Invoice shall be submitted by the 25 th calendar day of each month (excluding weekends and/or County holidays).	95%	Review delivery date to ensure receipt by the 15 th calendar of the month (excluding weekends and/or County holidays).	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A, SOW, Section 6.0, Hours/Day of Work	Contractor shall be available to provide HCFP Services during hours of operations.	Available M-F, 8:00 A.M.- 5:00 P.M.	100%	Site Monitoring	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A, SOW, Sub-section 7.2, Sub-paragraph 7.2.3, Technical Exhibit 7, Transportation Log	Contractor shall maintain documentation on file indicating transportation provided to families as requested.	Contractor staff accurately completes transportation log with all required information and signature from each HCFP participants.	100%	Review of Contractor's database and reports.	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A, SOW, Sub-section 7.2, Sub-paragraph 7.2.8, Maintain a database	Contractor shall maintain a database of CalWORKs WtW families receiving emergency shelter in hotels/ motels and/or emergency shelter facilities to ensure that the 120-day limit for shelter is not exceeded.	Documentation on file indicating 120-day limit.	100%	Review of system	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A, SOW, Section 7.0, Sub-section 7.2, Paragraph 7.2.10, and Sub-section 9.2, Technical Exhibit 5, Monthly Complaint Log	Contractor shall provide a Monthly Complaint Log which contains complaints involving participants, on providers, the Contractor, or other County Departments for services related to HCFP.	Monthly Complaint Log shall be submitted by the 25 th calendar day of each month (excluding weekends and/or County holidays).	100%	Review report receipt delivery by 25 th of the month.	Issue CDR; Complete and Implement Corrective Action Plan

HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Action Required and Deductions for Exceeding AQL
Exhibit A ,SOW, Section 7.0, Paragraph 7.2.10, Technical Exhibit 8, Participant Roster	Contractor shall provide a Participant Roster which contains all information on families enrolled in program.	Participant Roster shall be submitted by the 25 th calendar day of each month (excluding weekends and/or County holidays).	95%	Review report receipt delivery by 25 th of the month.	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A ,SOW, Section 7.0 Sub-section 7.2, Paragraph 7.2.10, Technical Exhibit 9, MMR	Contractor shall provide a Monthly Management Report (MMR), which contains all information on families enrolled in program.	MMR shall be submitted by the 25 th calendar day of each month (excluding weekends and/or County holidays).	95%	Review MMR delivery by 25 th of the month.	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A ,SOW, Section 7.0, Paragraph 7.2.10, Technical Exhibit 7, Transportation Log	Contractor shall provide a Transportation Log which contains all information on families who were provided transportation.	Transportation Log shall be submitted by the 25 th calendar day of each month (excluding weekends and/or County holidays).	95%	Review report receipt delivery by 25 th of the month.	Issue CDR; Complete and Implement Corrective Action Plan
Contract Sub-section 7.6, Confidentiality	Contractor adhere to provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement, Exhibit J1, Contractor Employee Acknowledgement and Confidentiality Agreement, Exhibit J2	Completed/signed form in employee/non-employee folder.	100%	Review employee folder.	Issue CDR; Complete and Implement Corrective Action Plan
Contract Sub-section 8.5, Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.	Contractor shall provide County with a policy for receiving, investigating and responding to user complaints within 15 business days after the Contract effective date.	100%	Review the Contractor's policy of receiving user complaints.	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A,SOW, Sub-section 5.7, Contract Management Services Paragraph 5.7.2.	Contractor shall provide standards use to certify fluency of staff in reading, writing, and speaking both English, and other languages in which they are providing services.	Certification of bilingual staff	100%	Review of standards and personnel records.	Issue CDR; Complete and Implement Corrective Action Plan

HOMELESS CALWORKS FAMILIES PROJECT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Section	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Action Required and Deductions for Exceeding AQL
Exhibit A, SOW, Sub-section 5.7, Contract Management Services 5.7.3	Contractor shall ensure interim replacement of staff vacancies within 15 days.	Timely replacement of HCFP staff.	100%	Review new hire information.	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A, SOW, Sub-section 5.7 Paragraph, Contract Management Services 5.7.3.	Contractor shall ensure interim replacement of key management staff within 15 days.	Timely replacement of HCFP management staff.	100%	Review new hire information.	Issue CDR; Complete and Implement Corrective Action Plan
Exhibit A, SOW, Sub-section 9.3 Paragraph 9.3.1, Technical Exhibit 10, Civil Rights Forms	Contractor shall ensure all HCFP public contact staff attend the mandatory Civil Rights Training provided by DPSS biannually.	Monitor and request training to ensure compliance.	100%	Review employee attendance log.	Issue CDR; Complete and Implement Corrective Action Plan

INTENTIONALLY OMITTED

SOW Technical Exhibit 3

HOMELESS CALWORKS FAMILIES PROJECT (HCFP)

Consent and Release Agreement

1. I understand that provisions of law, including but not limited to Welfare & Institutions Code Section 10850, protect the identity of applicants and participants of public assistance and also protect the unauthorized release of confidential welfare information that is not directly connected to the Department of Public Social Services (DPSS).
2. I have been told that the County of Los Angeles wants to use my information to assist DPSS and other agencies to expand and coordinate services, create interagency partnerships, evaluate outreach services, make necessary policy and regulatory changes, and to be more efficient in our service delivery to your family.
3. I understand that if I sign this agreement, DPSS may share the information on my LEADER and GEARS case with the Los Angeles Homeless Services Authority (LAHSA), and the HCFP program homeless service agency working together as part of the HCFP program to better provide services to my family.
4. I voluntarily consent and authorize DPSS, its agents and employees to share the information on the LEADER and GEARS cases. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
5. I agree to release DPSS, its agents and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from sharing the information with other County departments and HCFP homeless service providers with whom the County collaborates as part of the HCFP program.
6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.
7. This Consent and Release Agreement shall expire one year from the date of my case discontinuance.
8. I understand that if I agree to sign this Consent and Release Agreement, which I am not required to do, I must be provided with a signed copy of the form. I understand that I may refuse to sign this Consent and Release Agreement without affecting my ability to obtain services.
9. I understand that I have the right to revoke this authorization at any time by saying so in writing. I also understand that a revocation will not affect the sharing of information done in reliance on this Consent and Release Agreement prior to its being revoked.

I _____ give permission to _____ at
 Name of Client (Print Name) Agency

_____ to release my information.
 Agency Address

 Client's Signature Date

 Witness Signature Date

 Witness (Print Name)/ Job Title

SOW Technical Exhibit 4									
HCFP Contract Discrepancy Report									
To:		of		Agency					
From:		DPSS							
Discrepancy Problem:									
CCA (print name):		Report Date:		To Return By:					
Signature of CCA:		Report Date:		To Return By:					
Contractor Response (Cause and Corrective Action):									
Contract Manager (print name):						Received Date:			
Signature of Agency Contract Manager:						Response Date:			
County Evaluation of Contractor Response - Acceptable:					Yes	No			
If <u>not</u> acceptable, reason:									
CCA (print name):		Report Date:		To Return By:					
Signature of CCA:		Report Date:		To Return By:					
Contractor Follow-Up Action:									
Contract Manager (print name):						Response Date:			
Signature of Agency Contract Manager:						Response Date:			
Note: subsequent County non-acceptance of Agency corrective action may be followed by more formal action									


SOW Technical Exhibit 5					
HCFP Monthly Complaint Log					
Project Site:		Service Month:			
Agency or Staff:				Date:	
Client's Name:		CalWORKs Case #:		Primary Language:	
Complaint:					
Comments:					
Resolution:					
Staff Completing Report:		Date:		Time:	
Supervisor's Name & Signature:				Date:	
Note: If a complaint is filed, attach a copy of the Complaint Log to the MMR.					
Civil Rights Complaints must be on a PA607 in Participant's preferred language.					

HCFP Incident Report Form


Project Site:		Service Month:	
Case/Participant Name:		CalWORKs Case #:	
Staff:		Program/Project:	
Staff:		Program/Project:	
Staff:		Program/Project:	
Staff:		Program/Project:	
Report Date:		Time:	
Were participants involved in anyway:		Yes:	No:
Incident location:			
Where were you when the incident/accident occurred?			
Were you or your team member involved in the incident?		Yes:	No:
Type of incident (check all that apply):			
Adult abuse or Neglect		Threat of Violence	
Child Abuse or Neglect		Domestic Violence	
Client Assaulted		Staff Assaulted	
		Property Damage	
		Property Lost	
		Property Stolen	
		Vehicle Accident	
		Mental Health Crisis	
		Other	
Describe persons directly involved:			
Witness(s) information:			
	Name:	Address:	Phone:
1)			
2)			
3)			
4)			
Additional information for this page:			

Police contacted?			Yes:		No:		
Was a police report filed/taken?			Yes:		No:		
Report filed on:		Date:			Time:		
Report available on:		Date:			Time:		

Date:



HCFP TRANSPORTATION LOG



Service Month and Year: _____

Project Site: _____

Transportation Service Date	Participant's Name	CalWORKs Case #	CalWORKs Case #	Participant's Signature	Van Number/License Plate	Destination to / from: Shelter, DMH, DPSS, DCFS, DMV or other							Driver's Information	
						Starting Agency/Site Name and Address	Pick-Up Time	Odometer Reading Start @ Trip	Ending Agency/Site Name and Address	Drop-off Time	Odometer Reading End @ Trip	Total Miles @ Trip	Print Name	Signature
1														
2														
3														
4														
5														
6														
7														
8														

Submitted by: _____ Title _____ Submission Date to DPSS: _____

Note: The Transportation Log is due by the 25th calendar day attached to the Monthly Complaint Log, MMR, and Participant Roster each month.

HCFP Participant Roster - Service Month:

Project Site: _____

Case Name/Participant Name		CalWORKs Case #	Name of Agency that referred Family to HCFP	Date Family referred to HCFP	Was Family screened for HCFP eligibility (Y) or (N)	Comments
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						

HCFP Participant Roster - Service Month:

Supervisory District (SD):		LAHSA Staff:								LAHSA Supervisor:				
#	Case Name/Participant Name	CalWORKs Case #	Date Families admitted into HCFP:		Housing Location: (F/F, E/S, T/S, P/H, MIA or Other)		Check form of Payment via HCFP, LAHSA Gen'l Funds or Other Agency			120 Day Emergency Housing				Comments
			Service Month	Prior Months	Emergency Housing Location	Start Date	HCFP	LAHSA GF	Outside Agency	120	Used	Remaining	Projected Exit Date	
1														
2														
3														
4														
5														
6														
7														
8														
9														
Total # of Families admitted in Service &/or Prior Month														

HCFP Participant Roster - Service Month:
(Direct Services)

Supervisory District (SD):			LAHSA Staff:				LAHSA Supervisor:			
#	Date	Participant and Case Name	CalWORKs Case #	Household Composition F - Family (CalWORKs ONLY otherwise not eligible)	Emergency Housing:		Emergency Housing Location	Emergency Services Log:		
					Start Date	End Date		(A) Bus Tokens	(B) Diapers	(C) Food Vouchers
1										
2										
3										
4										
5										
6										
7										
8										
9										
Total Emergency Housing Vouchers:						Total Direct Services:		0	0	0

Summary of Services for Number of Families issued:	
Emergency Housing Vouchers	
(A) Bus Tokens	
(B) Diapers	
(C) Food Vouchers	

Legend	
SD 1 = Metro and El Monte	SD 4 = Norwalk
SD 2 = South LA	SD 5 = Pomona
SD 3 = San Fernando Valley	

Comments: _____

Completed by: _____ **Title:** _____ **Date:** _____

Note: The Participant Roster is due by the 25th calendar day after the service month; attached to the MMR, Monthly Complaint Logs, and Transportation Log each month.
Email: Sheri Ramirez-Garcia at SheriRamirezGarcia@dpss.lacounty.gov

HCFP Monthly Management Report - Service Month of: _____

	Project Sites:	East Valley	Norwalk	Pomona	San Gabriel Valley	Downtown	South Central	Total
Service Delivery (Participant Roster):								
1	# of homeless CalWORKS (CW) Families <u>screened</u> for HCFP							
2	# of <u>unduplicated/new</u> CW families who entered this month for emergency shelter							
Complaints/Incidents (Complaint Log/Incident Report) :								
1	# of Complaints Reported							
2	# of Complaints Resolved							
3	# of Incidents Reported							
4	# of Incidents Resolved							
DATA-Upon the family's acceptance &/or enrollment of the participant's initial request in the HCFP 120-day program:								
1	# of families placed into temporary shelter <u>within</u> 24 hours. After verification of acceptance into HCFP							
2	# of families placed into temporary shelter <u>after</u> 24 hours verification of acceptance into HCFP and receipt of required documents.							
3	# of prospective families assessed for participation in HCFP.							
4	total # of families accepted into the HCFP program in the service month.							
5	total # of families who received emergency shelter within the service month.							
Note: The MMR is due by the 25th calendar day after the service month; attach the Transportation Log & Participant Roster each month.								
Email: Sheri Ramirez-Garcia at SheriRamirezGarcia@dpss.lacounty.gov								
(Continue to page 2 for signature verification)								

HCFP Monthly Management Report - Service Month of: _____

In reference to any 'comments,' site the associated reference number on page 1 or Section number on page 2, followed by implementing the necessary comment(s). If there are no comments for the current "HCFP MMR - Service Month," provide a signature verification.

	Project Sites:	East Valley	Norwalk	Pomona	San Gabriel Valley	Downtown	South Central	Total
6	<i>total # of unduplicated/new families who received temporary shelter within the service month.</i>							
7	<i>total # of families who were sheltered through the use of the 120 day benefit.</i>							
8	<i># of families who received shelter in hotels/motels.</i>							
9	<i># of families who received shelter in temporary shelter facilities.</i>							
10	<i># of families who received transportation services within the service month.</i>							
11	<i># of families who received bus tokens.</i>							
12	<i># of miles driven by the Contractor.</i>							
13	<i># of families who received emergency supplies.</i>							
14	<i>total # of families who exited the project during the service month.</i>							
15	<i># of families who were placed in permanent housing during the service month.</i>							
16	<i># of families who were placed in transitional housing during the service month.</i>							

Comments:

Signature verification: _____ **Title:** _____ **Date:** _____

SOW Technical Exhibit 10
Page 1 of 3

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO DEPARTMENT OF PUBLIC SOCIAL SERVICES
 CIVIL RIGHTS SECTION
 12860 CROSSROADS PARKWAY SOUTH
 CITY OF INDUSTRY, CALIFORNIA 91745

CASE NAME: _____

CASE NUMBER: _____

I, _____, hereby file this complaint of discriminatory treatment and request that
 (Please print your name) an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--|
| <input type="checkbox"/> RACE | <input type="checkbox"/> DISABILITY | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> RELIGION | <input type="checkbox"/> SEX |
| <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> AGE | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
 above if you give
 consent.

CONSENT GRANTED – By initialing this option, the Department of Public Social Services, Civil Rights Section, is authorized to reveal my identity and other personal information to persons at the organization or institution under investigation and to Federal and State agencies in accordance with applicable federal and State laws and regulations, and to receive material and information including, but not limited to, applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
 above if you do not
 give consent.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint will not be investigated as a result of my refusal to give my consent for the release of this information.

(SIGNATURE)

(DATE)

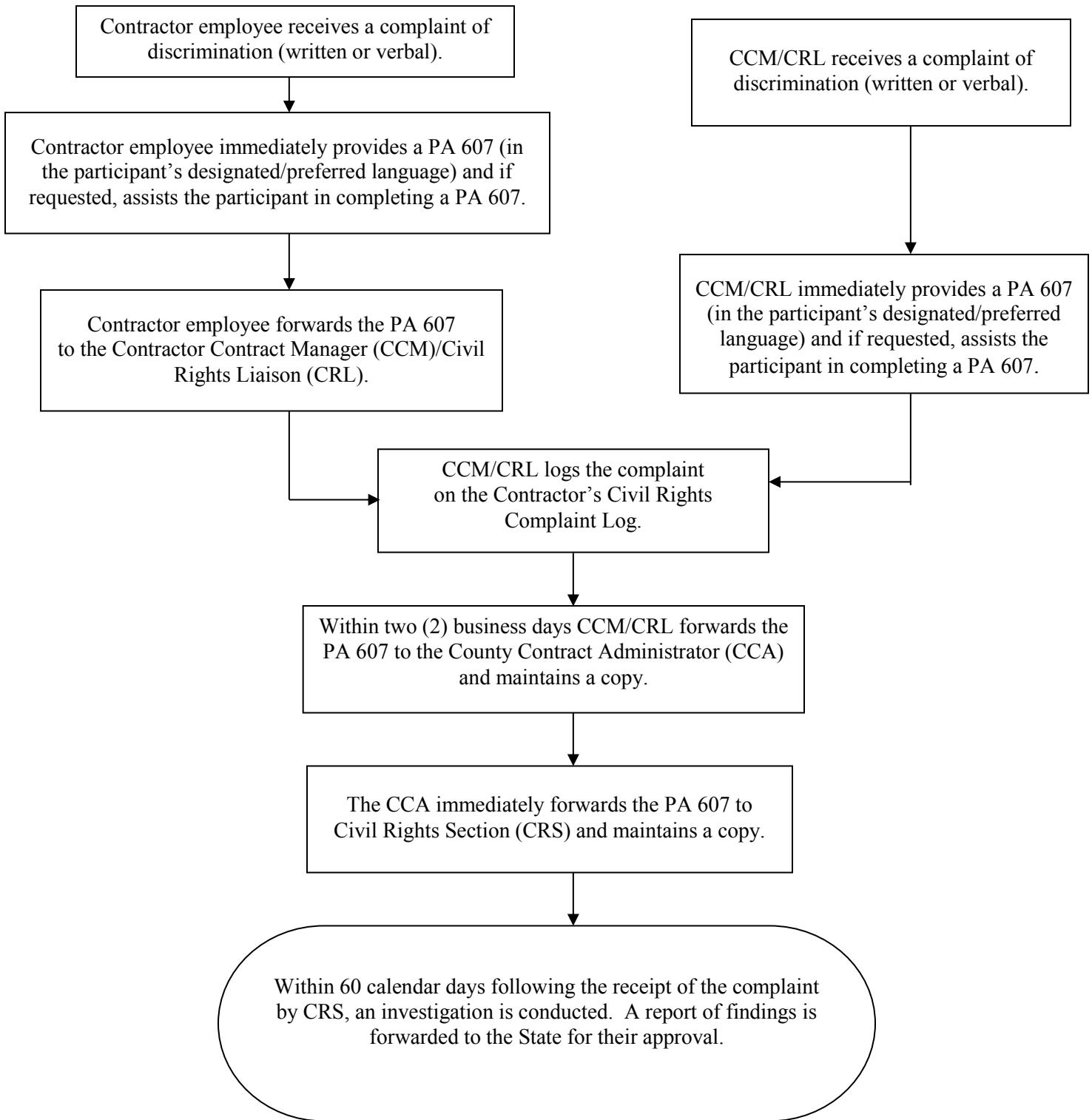
ADDRESS: _____

TELEPHONE: _____

PA - 607 (REVISED 6/11)

Form and other designated threshold languages at: <http://dpss.lacounty.gov/dpss/civilrights/forms.cfm>

CONTRACTOR PROCESS CIVIL RIGHTS COMPLAINT FLOWCHART



CIVIL RIGHTS TRAINING REQUEST REPORT

Contractor: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CONTRACTOR'S EQUIPMENT CONTROL FORM

CCA's Name: _____ and Phone #: _____

Contractor Manager Name and Signature: _____ Phone #: _____

	County Bar Code	Bar Code Number/Serial Number	Type of Equipment	Brand and Model #	Bar Coded		Purchase or Delivery Date	Cost of Equipment	Address/Area where Equipment is Located
					Yes	No			
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

**LOS ANGELES HOMELESS SERVICES AUTHORITY
BUDGET**

EXHIBIT B
Budget Summary

BUDGET SUMMARY			
PROJECT NAME: HOMELESS CALWORKS FAMILIES PROJECT			
CONTRACTOR: Los Angeles Homeless Services Authority			
CONTRACT PERIOD:		07/1/13 - 06/30/14	
FISCAL YEAR:		2013 - 2014	
CONTACT PERSON: Michael Arnold			
TELEPHONE NUMBER: (213) 683-3333			
		Year 1*	TOTAL
Administrative Costs		200,525	200,525
Salaries		829,452	829,452
Benefits and Taxes		240,541	240,541
Operating Costs		195,281	195,281
Direct Program Costs		539,453	539,453
Total		2,005,252	2,005,252
			2,005,252
Footnotes:			
* year = contract year (July 1, 2013 through June 30, 2014)			

LINE ITEM BUDGET									
PROJECT NAME:		HOMELESS CALWORKS FAMILIES PROJECTS							
CONTRACTOR:		LAHSA				CONTACT PERSON:		Michael Arnold	
CONTRACT PERIOD:		07/1/13 - 06/ /30/14				TELEPHONE NUMBER:		(213) 683-3333	
FISCAL YEAR:		2013 - 2014							
								TOTAL 07/1/13-6/30/14	
ADMINISTRATIVE COSTS (10% of Budget) (see page 4 of 8 for details):						2,005,252		10%	
								200,525	
DIRECT COSTS:									
				East Valley	Norwalk	Pomona	S.G. Valley	Metro/Dntwn	So. Central
HCFP Team Staff Salaries				116,123	116,123	116,123	124,418	240,541	116,123
Employee Benefits and Taxes (29% of Salaries)				33,676	33,676	33,676	36,081	69,757	33,676
SUBTOTAL:				149,799	149,799	149,799	160,499	310,298	149,799
OPERATING COSTS:									
One-Time Purchases				East Valley	Norwalk	Pomona	S.G. Valley	Metro/Dntwn	So. Central
Staff Uniforms Purchase				210	210	210	225	435	210
Desk Phones Purchase				-	-	-	-	-	-
Two-way Cellular Telephone Purchase				420	420	420	450	870	420
Office Furniture Purchase				140	140	140	150	290	140
One-Time Purchases Subtotal				770	770	770	825	1,595	770
Monthly Expenses									
Rent (office space)				6,720	6,720	6,720	7,200	13,920	6,720
Office and Computers Supplies				630	630	630	675	1,305	630
Office Telephone Service				168	168	168	180	348	168
Cellular Telephone Service				2,797	2,797	2,797	2,997	5,794	2,797
Vehicle Monthly Expense				8,470	8,470	8,470	9,075	17,545	8,470
Vehicle Maintenance				280	280	280	300	580	280
Vehicle Gasoline Expense				2,341	2,341	2,341	2,508	4,849	2,341
Auto Insurance				3,416	3,416	3,416	3,660	7,076	3,416
Van Parking				1,747	1,747	1,747	1,872	3,619	1,747
Staff Parking/Bus Passes				-	-	-	-	-	-
Subtotal Monthly Expenses				26,569	26,569	26,569	28,467	55,036	26,569
OPERATING COSTS SUBTOTAL:				27,339	27,339	27,339	29,292	56,631	27,339
DIRECT PROGRAM COSTS									
Emergency Shelter/Housing Vouchers				74,128	74,128	74,128	79,422	153,550	74,128
Bus Tokens (emergency transportation)				1,015	1,015	1,015	1,088	2,103	1,015
Client Supplies				381	381	381	408	789	381
DIRECT PROGRAM COSTS SUBTOTAL:				75,523	75,523	75,523	80,918	156,441	75,523
DIRECT COSTS SUBTOTAL:				252,662	252,662	252,662	270,709	523,371	252,662
GRAND TOTAL CONTRACT COSTS:				252,662	252,662	252,662	270,709	523,371	252,662

BUDGET NARRATIVE

Complete a budget narrative for each separate line item in the budget.

	Description	Cost
Benefits	Includes all tax/benefits(med/Ret/dental/transp) necessary employment expense, required by contract. Costs are reasonable based on competitive bidding process.	-
Operating Costs	Cell phones, emergency housing, bus tokens, vehicle for client transportation, uniforms, gasoline, and client supplies expense are a necessary performing duties as required by the contract. Costs are reasonable based on competitive bidding process.	193,081
EDP	Computer and computer supplies are necessary to track homeless resources provided and clients progress for reporting purposes. Costs are reasonable based on competitive bidding process.	-
Office Supplies	General office, paper, copy and other supplies necessary for conducting business as required by contract. Costs are reasonable based on competitive bidding process.	1,000
Rent	Office space is necessary for staff to complete tasks related to the project's requirements. Costs are reasonable based on competitive bidding process.	48,000
Telephone	Telephones are necessary as a means to contact clients and project partners, schedule appointments, and locate housing and resources. Costs are reasonable based on competitive bidding process.	1,200
Liability and other Insurance	Includes auto insurance - necessary and allowable as a contract requirement. Costs are reasonable based on competitive bidding process.	24,400
Administrative Staff Salaries	N/A	-
Case Management Staff Salaries	N/A	-
Equipment	N/A	-
Maintenance	N/A	-
Mileage	N/A	-
Postage	N/A	-
Printing	N/A	-
Legal Fees	N/A	-
Utilities	N/A	-
Dues and Memberships	N/A	-
Licenses, permits, fees	N/A	-
Consultants/Professional Fees	N/A	-
Rent/Storage	N/A	-
Personnel Advertising	N/A	-
Conferences/Meetings	N/A	-
Staff Training	N/A	-
	FY 13-14 Total Operating Costs	267,681

**PERSONNEL SCHEDULE
HOMELESS CALWORKS FAMILIES PROJECT**

CONTRACTOR:	LAHSA				CONTACT PERSON: Michael Arnold
CONTRACT PERIOD:	07/1/13	03/30/14			TELEPHONE: (213) 683-3333
FISCAL YEAR:	2013	2014			

Section I

PERSONNEL SALARIES (2)		POSITION CLASSIFICATION	NUMBER OF POSITIONS	% TIME ALLOCATION	FTE (Full-time Equivalent)	MONTHLY SALARY	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Director	Jeanette Rowe		1	50%	0.5	\$8,074	\$ 4,037	48,444
Program Manager	Donald Holt		1	100%	1	\$4,584	\$ 4,584	55,009
Program Manager	Gary Mitchell		1	100%	1	\$4,292	\$ 4,292	51,500
Program Supervisor	Pearl Cortez		1	100%	1	\$4,201	\$ 4,201	50,409
Senior Coordinator	Sheryl Ysaguirre		1	100%	1	\$3,036	\$ 3,036	36,428
Senior Coordinator	Eddie Kellum		1	100%	1	\$3,412	\$ 3,412	40,947
Senior Coordinator	Leticia Gochez		1	100%	1	\$3,412	\$ 3,412	40,947
Senior Coordinator	Julie Carruthers		1	100%	1	\$3,412	\$ 3,412	40,947
Senior Coordinator	Monica Garcia		1	100%	1	\$3,283	\$ 3,283	39,398
Senior Coordinator	Hector Gonzalez		1	100%	1	\$3,246	\$ 3,246	38,953
Senior Coordinator	Tyrone Barlow		1	100%	1	\$3,182	\$ 3,182	38,189
Senior Coordinator	Lamaria Sapp		1	100%	1	\$2,765	\$ 2,765	33,182
Senior Coordinator	Jose Reyes		1	100%	1	\$2,815	\$ 2,815	33,776
Service Coordinator	Rhonda Flowers		1	100%	1	\$3,087	\$ 3,087	37,043
Service Coordinator	Lisa Pacheco		1	100%	1	\$3,060	\$ 3,060	36,725
Service Coordinator	Ashley Hardy		1	100%	1	\$3,011	\$ 3,011	36,131
Service Coordinator	Grace Guerrero		1	100%	1	\$3,007	\$ 3,007	36,088
Service Coordinator	Bobby Kimble		1	100%	1	\$2,564	\$ 2,564	30,763
Service Coordinator	Segete Frank		1	100%	1	\$2,829	\$ 2,829	33,946
Service Coordinator	Jose Casillas		1	100%	1	\$3,336	\$ 3,336	40,035
Service Coordinator	Vacant		1	100%	1	\$2,549	\$ 2,549	30,593
Service Coordinator	Vacant		0	100%	0	\$2,549	\$ -	-
FTE TOTAL					20.5			
			Total Salaries:			\$ 75,707	\$ 69,121	\$ 829,452

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	TOTAL
Health Plan (3)					
Dental Plan					
Retirement					
SUI					
Social Security					
Worker's Compensation					
Long-Term Disability					
Holidays					
Sick Leave					
Vacation					
Life Insurance					
Staff Parking/Bus Passes					
Taxes and Benefits	Total Taxes and Benefits are calculated at 29% of salaries				\$ 240,541
Fringe Benefit Subtotal					
Total # of Positions by Classification					
Total Fringe Benefits (4):					\$ 240,541

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position

**ADMINISTRATIVE COSTS SCHEDULE
HOMELESS CALWORKS FAMILIES PROJECT**

CONTRACTOR:	LAHSA	CONTACT PERSON:	Michael Arnold
CONTRACT PERIOD:	07/1/13-06/30/14	TELEPHONE NUMBER:	(213) 683-3333
FISCAL YEAR:	2013 - 2014		

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	% TIME ALLOCATION	FTE	MONTHLY SALARY	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Executive Director	Executive	1	5%	0.05	16,556	828	9,934
Director Administration	Administrative	1	10%	0.10	6,828	683	8,193
Programs Unit Manager	Administrative	1	44%	0.44	5,988	2,635	31,616
Programs Analyst	Administrative	1	50%	0.50	4,250	2,125	25,500
Programs Analyst	Administrative	1	5%	0.05	4,335	217	2,601
Director IT/HMIS	Administrative (IT)	1	4%	0.04	9,971	399	4,786
Systems Administrator	Administrative (IT)	1	5%	0.05	5,022	251	3,013
Database Administrator	Administrative (IT)	1	5%	0.05	6,162	308	3,697
IT Support Specialist	Administrative (IT)	1	1%	0.01	4,335	43	520
IT Support Specialist	Administrative (IT)	1	5%	0.05	4,465	223	2,679
CFO	Finance	1	5%	0.05	12,502	625	7,501
Controller	Finance	1	3%	0.03	10,270	308	3,697
Compliance Officer	Finance	1	5%	0.05	9,287	464	5,572
Budget Manager	Finance	1	4%	0.04	5,805	232	2,786
Administrative Manager	Finance	1	5%	0.05	6,278	314	3,767
Fin Analyst	Finance	1	5%	0.05	5,251	263	3,151
Program Acct/Aud	Finance	1	10%	0.10	3,902	390	4,682
Program Acct/Aud	Finance	1	5%	0.05	4,075	204	2,445
Admin Program Accountant	Finance	1	20%	0.20	3,751	750	9,002
Admin Program Accountant	Finance	1	5%	0.05	3,938	197	2,363
Supv Program Acct/Auditor	Finance	1	5%	0.05	5,100	255	3,060
	FTE TOTAL			2.06			
Total Salaries:					\$ 138,068	\$ 11,714	140,564

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)				
Dental Plan				
Retirement				
SUI				
Social Security				
Worker's Compensation				
Long-Term Disability				
Holidays				
Sick Leave				
Vacation				
Life Insurance				
Staff Parking/Bus Passes				
Taxes and Benefits	Total Taxes and Benefits are calculated at 29% of salaries			40,764
Fringe Benefit Subtotal				40,764
Total # of Positions by Classification				
Total Fringe Benefits (4):				40,764

NON-PERSONNEL	(5)	TOTAL
Rent	\$ 915	10,978
Telephone	\$ 200	2,400
Parking, bus passes & Mileage	\$ 217	2,606
Office Supplies	\$ 200	2,400
Audit	\$ 68	813
Insurance	\$ -	-
Recruiting	\$ -	-
Non-Personnel Subtotal	\$0.00	\$1,599.73
Total Non-Personnel	\$0.00	\$0.00

Total Administrative Costs	200,525
Footnotes:	200,525

- (1) Annual Year is Fiscal Year
(2) Contractors must be in compliance with the County's Living Wage Ordinance.
(3) Indicate if Cafeteria Plan
(4) Fringe Benefits Subtotal per Classification x number of position

[illegible]

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."			
- No EDP equipment over \$5,000 per item.			
- and administration of the project."			
- No EDP equipment over \$5,000 per item.			

EMPLOYEE BENEFITS WORKSHEET

CONTRACTOR: LAHSA				CONTRACT PERIOD: 07/1/13-06/30/14			
Position Classification:				FISCAL YEAR: 2013 - 2014			
Medical Insurance/Health Plan ¹							
Employer Pays	90%	Employee Pays	10%	Total Premium	\$		
Annual Deductible:		Employee	\$				
		Family	\$				
Coverage (check all applicable):							
		Hospital Care : Inpatient	\$	Outpatient	\$		
		X-Ray & Laboratory					
		Surgery					
		Office Visits					
		Pharmacy					
		Maternity					
		Mental Health/Chemical Dependency, Inpatient					
		Mental Health/Chemical Dependency, Outpatient					
Dental Insurance							
Employer Pays	90%	Employee Pays	10%	Total Premium	\$		
Life Insurance							
Employer Pays		Employee Pays	\$	Total Premium	\$		
Vacation							
Number of Days:		10 , And					
Any Increase After		5 Years of Employment, Number of Days or Hours		15			
Sick Leave							
Number of Days:		12 , Per Year, And					
		Any Increase or Accumulation, Number of Days or Hours					
Holidays							
Number of Days:		11 & 1 Floating Holiday, Per Year					
Retirement							
Employer Pays	5%	Employee Pays	0%	Total			
Footnote:							
(1) Indicate if Cafeteria Plan and amount per employee							

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT DIRECTOR:**

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICE CERTIFICATION

Los Angeles Homeless Services Authority (LAHSA)

Contractor's Name

811 Wilshire Blvd., 6th Floor, Los Angeles, CA 90017

Address

95-4498834

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

(Circle one)

- | | | |
|----|---|-----------|
| 1. | The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. | The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. | Yes No |

G. Michael Arnold, Executive Director

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is accepted from the Program.

Company Name: Los Angeles Homeless Services Authority		
Company Address: 811 Wilshire Blvd., 6th Floor		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: (213) 683-3324		
Solicitation For <u>Homeless CalWORKs Families Project</u> Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u> G. Michael Arnold	<u>Title:</u> Executive Director
<u>Signature:</u>	<u>Date:</u>

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



Los Angeles County • 877-666-7247 • 877-337-6736
www.safelysurrendered.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with custody, control, custody, or control of a child to whom the parent has given permission to voluntarily surrender a baby. By using the Safe Baby in Three Steps (SBS) form, all age of privilege and fees are waived and the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A stressed parent who is unable or unwilling to care for a baby can legally confidentially and safely surrender a baby within three days (72 hours) of birth. The baby will be brought to an hospital or brought to the mother in Los Angeles County. As long as the baby meets the age of privilege or hospital admission or other information is required. To ensure the parent's safety, the baby will be placed in a safe place and receive the baby back, staff will not be able to help contact them or with other. The baby will be placed in the baby and a medical provider will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their mind can begin the process of reclaiming their baby within 10 days. Their parents should call the Los Angeles County Department of Children and Family Services at 1-800-541-5888.

Can only a parent bring in the baby?

No. While it is most often a parent who brings in the baby, the law allows other people to bring in the baby if they have custody or control.

Does the parent or surrendering adult have to tell anyone in the hospital?

No. A parent or surrendering adult can bring in a baby without telling anyone at the hospital. If there is a need to bring in the parent or surrendering adult, surrender the baby to someone other than the hospital or the police.

Does the parent or surrendering adult have to tell anyone in the hospital?

No. A parent or surrendering adult can bring in a baby without telling anyone at the hospital. If there is a need to bring in the parent or surrendering adult, surrender the baby to someone other than the hospital or the police.

What happens to the baby?

The baby will be brought to a hospital medical provider. Upon arrival, the hospital medical provider immediately places the baby in a safe surrendering room and begins the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to the hospital or the police, their law enforcement will be notified.

Why is California doing this?

The purpose of the SBS form is to protect babies from being abandoned here or killed by their parents. You may have heard negative stories of babies left in dangerous or public locations. These parents may have been under severe emotional distress. The mother may have had a mental health problem, or she may have been a victim of domestic violence. If she is in danger, she may have been a victim of domestic violence. If she is in danger, she may have been a victim of domestic violence. If she is in danger, she may have been a victim of domestic violence.

A baby's story

Only in the morning on April 11, 2015, a healthy baby boy was safely surrendered to a nurse at Harbor UCLA Medical Center. The nurse who brought the baby to the hospital described how the baby's mom and dad the father's mother had asked her to bring the baby to the hospital on her behalf. The mom was given a number with a number matching the father placed on the baby. The mother provided more information to the nurse for the mother's safety. The mother described how she was surrendering the baby and wanted to ensure the baby to the law the parent allowed by the law. The mom was the provided with a medical questionnaire and told she would have the mother's signature and send back to the hospital once the mother provided. The baby was immediately brought to the hospital and the mother's mother and father were. The mother provided a lettering letter that had been approved to adopt her by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin penas. Sin culpa. Sin accidentes.

Al: el Condado de Los Angeles: 1-877-888-1000 + 1-877-222-0773
www.babyturnover.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME: **Los Angeles Homeless Services Authority (LAHSA)** Contract No. _____**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Note: Contractor is to retain in Employee Personnel records**CONTRACTOR NAME: **Los Angeles Homeless Services Authority (LAHSA)**

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Los Angeles Homeless Services Authority		
Company Address: 811 Wilshire Blvd., 6th Floor		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: (213) 683-3324	Email address:	
Solicitation/Contract for: <u>Homeless CalWORKs Families Project</u> Services		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: G. Michael Arnold	Title: Executive Director
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

G. Michael Arnold

Authorized Official's Printed Name

Executive Director

Authorized Official Title

Authorized Official's Signature

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION
AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, Los Angeles Homeless Services Authority (LAHSA), agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, LAHSA, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

As a Contractor with DPSS, LAHSA agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, LAHSA, agrees to comply with the requirements of the Resolution Agreement and LAHSA understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, LAHSA, agree to the aforementioned.

Authorized Official's Signature

Date

G. Michael Arnold, Executive Director

Authorized Official's Name

811 Wilshire Blvd., 6th Floor, Los Angeles, CA 90017

Contractor's Address

INTENTIONALLY OMITTED

EXHIBIT O

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

IRS NOTICE 1015

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>Department of the Treasury
Internal Revenue Service**Notice 1015**

(Rev. December 2010)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?****What is the EIC?**

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?You must notify each employee who worked for you at any time during the year and then about you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, *Employee's Withholding Allowance Certificate*.**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$10,000 because it may be eligible for the EIC.**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, *Wage and Tax Statement*, which has the required information about the EIC on the back of copy 3.
- A substitute Form W-2 with the same EIC information on the back of the employer's copy that is on copy 3 of the IRS Form W-2.
- Notice 1015, *Probably Paid Tax Refund Due to the Earned Income Credit (EIC)*.
- Your written statement with the same wording as Notice 1015.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employer's copy. If a substitute Form W-2 is given or if the back does not have the required information, you must

notify the employee within 7 years of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 1015 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 17, 2013.

You must hand the notice directly to the employee or send it by first class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 1015 at an employee's workstation or sending it through office mail. However, you may want to send the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-5876.

**How Will My Employees Know if They Can
Claim the EIC?**


The basic requirements are covered in Notice 1015. For more detailed information, the employee needs to see Pub. 108, *Earned Income Credit (EIC)*, or the instructions for Forms 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or none so they can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and does not file but is eligible for a credit of \$500, he or she must file a 2012 tax return to get the \$500 refund.

Notice 1015 (Rev. 12-2010)
LHA No. 014408

**SOLE SOURCE CHECKLIST
HOMELESS CALWORKS FAMILIES PROJECT (HCFP)**

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	▶ Only one bona fide source for the service exists; performance and price competition are not available.
	▶ Quick action is required (emergency situation).
	▶ Proposals have been solicited but no satisfactory proposals were received.
	▶ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	▶ Maintenance service agreements exist on equipment that must be serviced by the authorized manufacturer's service representatives.
	▶ It is most cost-effective to obtain services by exercising an Option under an existing contract.
	▶ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
√	<p>▶ Other reason. Please explain:</p> <p>Contracts may be negotiated without formal advertising for any service to be rendered by any federal, State, or local government agency (California Department of Social Services Management and Office Procedure 23-650.14). The Los Angeles Homeless Services Authority (LAHSA) qualifies as local government agency. In December of 1993, the County Board of Supervisors, the Mayor and City Council of the City of Los Angeles created a Joint Powers Authority specifically to address the problems of homelessness on a regional basis. LAHSA's expertise in providing emergency shelter and transportation services to homeless families is instrumental in stabilizing families while they address barriers of employment.</p>
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> <u>5/21/13</u> Date </div> </div>	